City of Newburgh Council Work Session
Sesion de trabajo del Concejal de la Ciudad de Newburgh
December 5, 2024
6:00 PM

Council Meeting Presentations/ Presentaciones de la Reunion General

1. Presentation of Certificate to Attallah Drip Clothing Boutique
   Entrega de certificado a Attallah Drip Clothing Boutique

2. Public Hearing - Local Law Amending City Charter Section C4.00 to increase the annual salary of the Mayor and Council members

   There will be a public hearing on Monday, December 9, 2024, to receive public comments concerning a Local Law amending Section C4.00 entitled "Legislative Powers fixed in Council" of the City Charter of the City of Newburgh to increase the salary of the Mayor and Council Members

   Habrá una audiencia pública el lunes 9 de diciembre de 2024 para recibir comentarios públicos sobre una ley local que modifica la Sección C4.00 titulada "Poderes legislativos fijados en Consejo" de los Estatutos de la Ciudad de Newburgh para aumentar los salarios del Alcalde y de los Concejales

3. Public Hearing - Energize NY Open C-PACE Local Law

   There will be a public hearing on Monday, December 9, 2024 to receive public comments concerning a Local Law adding Article II entitled "Energize NY Open C-PACE Financing Program" to Chapter 156 entitled "Energy" of the Code of Ordinances of the City of Newburgh

   Habrá una audiencia pública el lunes 9 de diciembre de 2024 para recibir comentarios públicos sobre "Una ley local que añade el artículo II titulado 'Programa de financiación Energize NY Open C-PACE' al capítulo 156 titulado 'Energía' del Código de Ordenanzas de la Ciudad de Newburgh"

Work Session Presentations/ Presentaciones de la Session de Trabajo

4. 2024 EJ Fellowship Accomplishments Presentation
   Presentación de los logros de la Beca EJ 2024

Engineering/Ingeniería

5. Agreement with ARCADIS Construction Administration of Wastewater Treatment Plant Administration Building Renovation

   Resolution authorizing the City Manager to accept a proposal and execute a

professional engineering construction administration services agreement with Arcadis of New York Inc. in the Wastewater Treatment Plant Administration Building Rehabilitation Project in the amount of $339,450.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo de servicios profesionales de ingeniería de administración de construcción con Arcadis of New York Inc. en el Proyecto de Rehabilitación del Edificio de Administración de la Planta de Tratamiento de Aguas Residuales por el monto de $339,450.00

6. Award of Bid No. 7.24 Wastewater Treatment Plant Administration Building Renovation - General Construction

   Resolution authorizing the award of a bid and the execution of a contract with Barone Construction Group, Inc. for the construction of the Wastewater Treatment Plant Administration Building Rehabilitation Project in the amount of $1,025,000.00

   Resolución que autoriza la otorgación de una licitación y la ejecución de un contrato con Barone Construction Group, Inc. para la construcción del Proyecto de Rehabilitación del Edificio de Administración de la Planta de Tratamiento de Aguas Residuales por el monto de $1,025,000.00

7. Award of Bid No. 7.24 Wastewater Treatment Plant Administration Building Renovation - Electrical Contract

   Resolution authorizing the award of a bid and the execution of a contract with E-J Electric Installation Co. for the electrical construction of the Wastewater Treatment Plant Administration Building Rehabilitation Project in an amount not to exceed $254,254.00

   Resolución que autoriza la otorgación de una licitación y la ejecución de un contrato con E-J Electric Installation Co. para la construcción eléctrica del Proyecto de Rehabilitación del Edificio de Administración de la Planta de Tratamiento de Aguas Residuales en una cantidad que no exceda los $254,254.00

8. Award of Bid No. 7.24 Wastewater Treatment Plant Administration Building Renovation - HVAC Contract

   Resolution authorizing the award of a bid and the execution of a contract with DJ Heating & Air Conditioning, Inc. for the HVAC construction of the Wastewater Treatment Plant Administration Building Rehabilitation Project in an amount not to exceed $458,000.00

   Resolución que autoriza la otorgación de una licitación y la ejecución de un contrato con DJ Heating & Air Conditioning, Inc. para la construcción de sistemas de calefacción, ventilación y aire acondicionado del Proyecto de Rehabilitación del Edificio de Administración de la Planta de Tratamiento de Aguas Residuales en una cantidad que no exceda los $458,000.00

9. Award of Bid No. 7.24 Wastewater Treatment Plant Administration Building Renovation - Plumbing Contract

   Resolution authorizing the award of a bid and the execution of a contract with S&L Plumbing and Heating Corp. for the plumbing construction of the Wastewater Treatment Plant Administration Building Rehabilitation Project in an amount not to exceed $223,000.00

   Resolución que autoriza la otorgación de una licitación y la ejecución de un contrato con S&L Plumbing and Heating Corp. para la construcción de plomería del Proyecto de Rehabilitación del Edificio de Administración de la Planta de Tratamiento de Aguas Residuales en una cantidad que no exceda los $223,000.00

10. Change Order No. 6G with Kubricky Phase-III (LTCP) North Interceptor Sewer Improvements Project

    Resolution authorizing Change Order No. 6G to the construction contract with Kubricky Construction Corp. increasing the contract amount by $343,415.03 and increasing the total contract amount from $30,901,184.80 to $31,244,599.83 in the North Interceptor Sewer Main Improvements Project

    Resolución que autoriza la Orden de Cambio No. 6G al contrato de construcción con Kubricky Construction Corp. incrementando el monto del contrato por $343,415.03 y incrementando el monto total del contrato de $30,901,184.80 a $31,244,599.83 en el Proyecto de mejorar el alcantarillado principal del Interceptor Norte

11. Change Order No. 7G with Kubricky Phase-III (LTCP) North Interceptor Sewer Improvements Project

    Resolution authorizing Change Order No. 7G to the Construction Contract with Kubricky Construction Corp. increasing the contract amount by $1,202,221.91 and increasing the total contract amount from $31,244,599.83 to $32,446,821.74 in the North Interceptor Sewer Main Improvements Project

    Resolución que autoriza la Orden de Cambio No. 7G al Contrato de Construcción con Kubricky Construction Corp. incrementando el monto del contrato por $1,202,221.91 y incrementando el monto total del contrato de $31,244,599.83 a $32,446,821.74 en el Proyecto de mejorar el alcantarillado principal del Interceptor Norte

12. Change Order No. 8G with Kubricky Phase-III (LTCP) North Interceptor Sewer Improvements Project

    Resolution authorizing Change Order No. 8G to the construction contract with Kubricky Construction Corp. increasing the contract amount by $5,291.23 and increasing the total contract amount from $32,446,821.74 to $32,452,112.97 in the North Interceptor Sewer Main Improvements Project

Resolución que autoriza la Orden de Cambio No. 8G al contrato de construcción con Kubricky Construction Corp. incrementando el monto del contrato en $5,291.23 y incrementando el monto total del contrato de $32,446,821.74 a $32,452,112.97 en el Proyecto de mejorar el alcantarillado principal del Interceptor Norte

Finance/Finanza

13. 2025 Liability, Municipal Property & Tax Foreclosed Property Insurance Renewal

    Resolution approving a City-owned tax foreclosed properties general liability insurance policy and municipal insurance policies for the period of January 1, 2025 to December 31, 2025

    Resolución aprobando un seguro de responsabilidad civil general de inmuebles embargados por impuestos del municipio y las pólizas de seguro municipales durante el periodo del 1 de enero de 2025 al 31 de diciembre de 2025

14. DPW, Water & Police Department Vehicles Surplus

    Resolution declaring Police Department vehicles and Department of Public Works and Water Department vehicles and equipment as surplus

    Resolución declarando vehículos del Departamento de Policía y vehículos y equipamiento del Departamento de Obras Públicas y del Departamento de Agua como excedentes

15. Non-Bargaining Unit Resolution

    Resolution amending and restating the Salary and Benefit Plan for Non-Bargaining Unit Employees

    Resolución que enmienda y reformula el Plan de Salarios y Beneficios para los empleados de la Unidad No-Negociante

Planning and Economic Development/Planificación y Desarrollo Económico

16. 54 Wilkin Street - Extension of Time to Close

    Resolution authorizing a second extension of time to close title on property located at 54 Wilkin Street (Section 26, Block 3, Lot 31) sold at private sale to Dominique Wallace-Mills

    Resolución que autoriza una segunda prórroga de tiempo para cerrar el título sobre la propiedad ubicada en 54 Wilkin Street (Sección 26, Bloque 3, Lote 31) vendida en venta privada a Dominique Wallace-Mills

17. 146 Third Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Dmitry Pavlov to the premises known as 146 Third Street (Section 18, Block 10, Lot 7)

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Dmitry Pavlov a las instalaciones conocidas como 146 Third Street (Sección 18, Bloque 10, Lote 7)

18. Approval of the Community Development Block Grant (CDBG) FY2025 - FY2029 Consolidated Plan and FY2025 Annual Action Plan (AAP)

    Resolution adopting the City of Newburgh's Fiscal Year 2025-2029 Five Year Consolidated Housing and Community Development Strategy and Plan and Fiscal Year 2025 Annual Action Plan

    Resolución adoptando la Estrategia y Plan Quinquenal Consolidado de Viviendas y Desarrollo Comunitario para el Año Fiscal 2025-2029 de la Ciudad de Newburgh y el Plan de Acción Anual para el Año Fiscal 2025

Grants/Contracts/Agreements / Becas /Contratos/Convenios

19. Agreements with Core & Main LP and Sensus USA, Inc.

    Resolution authorizing the City Manager to execute agreements with Core & Main LP and Sensus USA, Inc. for the purchase and installation of Sensus water meters, smart points, and FlexNet infrastructure equipment and services at a cost of $514,734.00

    Resolución que autoriza al Gerente de la Ciudad a ejecutar acuerdos con Core & Main LP y Sensus USA, Inc. para la compra e instalación de contadores de agua de Sensus, puntos inteligentes y equipos y servicios de infraestructura de FlexNet por un costo de $514,734.00

20. NYS DEC-Municipal Waste Reduction and Recycling Program: 2019 Recycling Truck

    Resolution authorizing the City Manager to accept a New York State Department of Environmental Conservation Municipal Waste Reduction and Recycling State Assistance Program Grant in the amount of $150,000.00 with a $150,000.00 City match to purchase a recycling truck

    Resolución que autoriza al Gerente de la Ciudad a aceptar una subvención del Programa Estatal de Asistencia para la Reducción y el Reciclaje de Residuos Municipales del Departamento de Conservación Ambiental del Estado de Nueva York por el monto de $150,000.00 con una contrapartida de la Ciudad de $150,000.00 para la compra de un camión de reciclaje

Recreation/ Recreación

21. Award of Bid #5.24 - Dock for Boat Launch

    Resolution authorizing the award of a bid an the execution of a contract with Dockhand Detailing, LLC d/b/a Dockhand Services, LLC for a boat launch dock in an amount not to exceed $47,000.00

    Resolución que autoriza la adjudicación de una licitación y la ejecución de un contrato con Dockhand Detailing, LLC d/b/a Dockhand Services, LLC para un muelle para el lanzamiento de barco en una cantidad que no exceda los $47,000.00

Resolutions of Support/ Resoluciones de Apoyo

22. Resolution in Support of Increased State Aid for Local Governments

    Resolution of the City Council of the City of Newburgh supporting continued and increased State Aid for Local Governments

    Resolución del Concejo Municipal de la Ciudad de Newburgh apoyando la continuación y el aumento de las ayudas estatales a los gobiernos locales

Boards and Commissions/Juntas y Comisiones

23. NACC - Agreement for Facilitation Services

    Resolution authorizing the City Manager to enter into an agreement with Odyssey Associates LLC to provide professional meeting facilitation and related services in connection with the City of Newburgh Arts and Cultural Commission's visioning and strategic planning workshops

    Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo con Odyssey Associates LLC para proporcionar facilitación profesional de reuniones y servicios relacionados en conexión con los talleres de visión y planificación estratégica de la Comisión de Artes y Cultura de la Ciudad de Newburgh

Ordinances/ Decretos

24. Ordinance Amending Chapter 163 "Fees"

    Ordenanza que enmienda el capítulo 163 " Tarifas"

25. Ordinance Amending Chapter 163 "Fees" - Water Rates

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

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

Executive Session/ Sesión Ejecutiva

26. Collective Negotiations Pursuant to Article Fourteen of the Civil Service Law
Negociaciones colectivas de acuerdo con el artículo catorce de la ley de servicio civil

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

RESOLUTION NO.: 261 - 2024

OF

NOVEMBER 25, 2024

RESOLUTION SCHEDULING A PUBLIC HEARING FOR DECEMBER 9, 2024 TO HEAR PUBLIC COMMENT CONCERNING "A LOCAL LAW AMENDING SECTION C4.00 ENTITLED 'LEGISLATIVE POWERS FIXED IN COUNCIL' OF THE CITY CHARTER OF THE CITY OF NEWBURGH" TO INCREASE THE ANNUAL SALARY OF THE MAYOR AND COUNCIL MEMBERS"

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 C4.00 entitled 'Legislative Powers fixed in Council' of the City Charter of the City of Newburgh to Increase the Annual Salary of the Mayor and Council Members"; 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 9th day of December, 2024 in the Third Floor, Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

I, Katrina Cotten, 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 11/25/24 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 26th day of NOV. 2024

Katrina Cotten
City Clerk

LOCAL LAW NO.: _____ - 2024

OF

_____, 2024

**A LOCAL LAW AMENDING SECTION C4.00
ENTITLED "LEGISLATIVE POWERS FIXED IN COUNCIL"
OF THE CITY CHARTER OF THE CITY OF NEWBURGH
TO INCREASE THE ANNUAL SALARY OF THE MAYOR AND COUNCIL MEMBERS**

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 C4.00 entitled 'Legislative Powers fixed in Council' of the City Charter of the City of Newburgh to increase the annual salary of the Mayor and Council Members".

SECTION 2 – AMENDMENT

§ C 4.00 of the City Charter is hereby amended as follows:

All the legislative powers of the City, however, conferred upon or possessed by it, are hereby fixed in a board to be known as the "Council of the City of Newburgh" to be composed of the Mayor and six Council members. It shall be, for all purposes, the Common Council of the City. The Mayor shall receive an annual salary of $22,500~~15,000~~, the two Council Members elected by the qualified voters of the City shall receive an annual salary of $20,000, and the four Council Members elected by the qualified voters from the wards from which they are elected shall receive an annual salary of $17,000 ~~and the other six members of the Council shall each receive an annual salary of $12,000~~, payable in equal monthly installments.

SECTION 3 – SEVERABILITY

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

~~Strikethrough~~ denote deletions
Underlining denotes additions

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therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 4 – CODIFICATION

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

SECTION 5 - VALIDITY

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

SECTION 6 - EFFECTIVE DATE

This Local Law shall take effect on January 24, 2025 after being filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and upon expiration of the time period for filing a petition for permissive referendum. In the event that a petition is duly filed and a referendum held, this Local Law shall take effect after said referendum has been duly passed by a majority of voters and has been duly filed in the Office of the New York State Secretary of State.

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~~Strikethrough~~ denote deletions
Underlining denotes additions

RESOLUTION NO.: 260 - 2024

OF

NOVEMBER 25, 2024

RESOLUTION SCHEDULING A PUBLIC HEARING FOR DECEMBER 9, 2024 TO HEAR PUBLIC COMMENT CONCERNING "A LOCAL LAW ADDING ARTICLE II ENTITLED 'ENERGIZE NY OPEN C-PACE FINANCING PROGRAM' TO CHAPTER 156 ENTITLED 'ENERGY' OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH"

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law adding Article II, entitled 'Energize NY Open C-PACE Financing Program' to Chapter 156 entitled 'Energy' of the Code of Ordinances of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 9th day of December, 2024 in the Third Floor, Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

I, Katrina Cotten, 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 11/25/24 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 26th day of NOV. 2024

Katrina Cotten
City Clerk

LOCAL LAW NO.: _____ - 202__

OF

_____, 202__

**A LOCAL LAW ADDING ARTICLE II
ENTITLED "ENERGIZE NY OPEN C-PACE FINANCING PROGRAM"
TO CHAPTER 156 ENTITLED "ENERGY" OF THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH**

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

SECTION 1 – TITLE

This Local Law shall be referred to as "A Local Law adding Article II, entitled 'Energize NY Open C-PACE Financing Program' to Chapter 156 entitled 'Energy' of the Code of Ordinances of the City of Newburgh".

SECTION 2 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add new Article II entitled "Energize NY Open C-PACE Financing Program" to Chapter 156 entitled "Energy" of the Code of Ordinances of the City of Newburgh to read as follows:

Chapter 156 Energy.

Article II. Energize NY Open C-PACE Financing Program.

§ 156-12. Legislative findings, intent and purpose; authority.

A. It is the policy of both the City of Newburgh and the State of New York to achieve energy efficiency and renewable energy improvements, reduce greenhouse gas emissions, mitigate the effect of global climate change, and advance a clean energy economy. The City of Newburgh finds that it can fulfill this policy by providing property assessed clean energy financing to Qualified Property Owners (as defined below) for the installation of renewable energy systems and energy efficiency measures. This article establishes a program that will allow the Energy Improvement Corporation (as defined below, "EIC"), a local development corporation, acting on behalf of the City of Newburgh pursuant to a municipal agreement (the "Municipal Agreement") to be entered into between the City of Newburgh and EIC, to make funds available to Qualified Property Owners that will be repaid through charges on the real properties benefited by such funds, thereby fulfilling the purposes of this article and accomplishing an important public purpose. This article provides a method of implementing the public policies expressed by, and

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exercising the authority provided by, Article 5-L of the General Municipal Law (as defined below, the "Enabling Act").

B. The City of Newburgh is authorized to execute, deliver and perform the Municipal Agreement and otherwise to implement this Energize NY Open C-PACE Financing Program pursuant to the Constitution and laws of New York, including particularly Article IX of the Constitution, Section 10 of the Municipal Home Rule Law, the Enabling Act and this article.

C. This article, which is adopted pursuant to Section 10 of the Municipal Home Rule Law and the Enabling Act shall be known and may be cited as the "Energize NY Open C-PACE Local Law".

§ 156-13. Definitions.

A. Capitalized terms used but not defined herein have the meanings assigned in the Enabling Act.

B. For purposes of this article, and unless otherwise expressly stated or unless the context requires, the following terms shall have the meanings indicated:

ANNUAL INSTALLMENT AMOUNT – Has the meaning assigned in Section 156-19(B).

ANNUAL INSTALLMENT LIEN – Has the meaning assigned in Section 156-19(B).

AUTHORITY – The New York State Energy Research and Development Authority.

BENEFIT ASSESSMENT LIEN – Has the meaning assigned in Section 156-14(A).

BENEFITED PROPERTY – Qualified Property for which the Qualified Property Owner has entered into a Finance Agreement for a Qualified Project.

BENEFITED PROPERTY OWNER – The owner of record of a Benefited Property.

CITY OF NEWBURGH – A municipal corporation constituting a tax district as defined in Section 1102 of the New York State Real Property Tax Law.

EIC – The Energy Improvement Corporation, a local development corporation, duly organized under Section 1411 of the New York State Not-For-Profit Corporation Law, authorized hereby on behalf of the City of Newburgh to implement the Program by providing funds to Qualified Property Owners and providing for repayment of such funds from money collected by or on behalf of the City of Newburgh as a charge to be levied on the real property.

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ELIGIBLE COSTS – Costs incurred by the Benefited Property Owner in connection with a Qualified Project and the related Finance Agreement, including application fees, EIC's Program administration fee, closing costs and fees, title and appraisal fees, professionals' fees, permits, fees for design and drawings and any other related fees, expenses and costs, in each case as approved by EIC and the Financing Party under the Finance Agreement

ENABLING ACT – Article 5-L of the New York State General Municipal Law, or a successor law, as in effect from time to time.

FINANCE AGREEMENT – The finance agreement described in Section 156-17(A) of this Article.

FINANCING CHARGES – All charges, fees and expenses related to the loan under the Finance Agreement including accrued interest, capitalized interest, prepayment premiums, and penalties as a result of a default or late payment and costs and reasonable attorneys' fees incurred by the Financing Party as a result of a foreclosure or other legal proceeding brought against the Benefited Property to enforce any delinquent Annual Installment Liens.

FINANCING PARTIES – Third party capital providers approved by EIC to provide financing to Qualified Property Owners or other financial support to the Program which have entered into separate agreements with EIC to administer the Program in the City of Newburgh.

MUNICIPAL LIEN – A lien on Qualified Property which secures the obligation to pay real property taxes, municipal charges, or governmentally imposed assessments in respect of services or benefits to a Qualified Property.

NON-MUNICIPAL LIEN – A lien on Qualified Property which secures any obligation other than the obligation to pay real property taxes, municipal charges, or governmentally-imposed assessments in respect of services or benefits to a Qualified Property Owner or Qualified Property.

PROGRAM – The Energize NY Open C-PACE Financing Program authorized hereby.

QUALIFIED PROJECT – The acquisition, construction, reconstruction or equipping of Energy Efficiency Improvements or Renewable Energy Systems or other projects authorized under the Enabling Act on a Qualified Property, together with a related Energy Audit, Renewable Energy System Feasibility Study and/or other requirements under or pursuant to the Enabling Act, with funds provided in whole or in part by Financing Parties under the Program to achieve the purposes of the Enabling Act.

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QUALIFIED PROPERTY – Any real property other than a residential building containing less than three dwelling units, which is within the boundaries of the City of Newburgh that has been determined to be eligible to participate in the Program under the procedures for eligibility set forth under this article and the Enabling Act and has become the site of a Qualified Project.

QUALIFIED PROPERTY OWNER – The owner of record of Qualified Property which has been determined by EIC to meet the requirements for participation in the Program as an owner, and any transferee owner of such Qualified Property.

RPTL – The New York State Real Property Tax Law, as amended from time to time.

SECURED AMOUNT – As of any date, the aggregate amount of principal loaned to the Qualified Property Owner for a Qualified Project, together with Eligible Costs and Financing Charges, as provided herein or in the Finance Agreement, as reduced pursuant to Section 156-19(C).

STATE – The State of New York.

§ 156-14**.** Establishment of an Energize NY Open C-PACE Financing Program.

A. An Energize NY Open C-PACE Financing Program is hereby established by the City of Newburgh, whereby EIC acting on its behalf pursuant to the Municipal Agreement, may arrange for the provision of funds by Financing Parties to Qualified Property Owners in accordance with the Enabling Act and the procedures set forth under this article, to finance the acquisition, construction, reconstruction, and installation of Qualified Projects and Eligible Costs and Financing Charges approved by EIC and by the Financing Party under the Finance Agreement. EIC, on behalf of the City of Newburgh, and with the consent of the Benefited Property Owner, will record a Benefit Assessment Lien on the Benefited Property in the Secured Amount (the "Benefit Assessment Lien") on the land records for the City of Newburgh. Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the City of Newburgh.

B. Before a Qualified Property Owner and a Financing Party enter into a Finance Agreement which results in a loan to finance a Qualified Project, repayment of which is secured by a Benefit Assessment Lien, a written consent from each existing mortgage holder of the Qualified Property shall be obtained, permitting the Benefit Assessment Lien and each Annual Installment Lien to take priority over all existing mortgages.

§ 156-15. Procedures for eligibility.

A. Any property owner in the City of Newburgh may submit an application to EIC on such forms as have been prepared by EIC and made available to property owners on the website of EIC and at the City of Newburgh's offices.

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B. Every application submitted by a property owner shall be reviewed by EIC, acting on behalf of the City of Newburgh, which shall make a positive or negative determination on such application based upon the criteria enumerated in the Enabling Act and Section 156-16 of this article. EIC may also request further information from the property owner where necessary to aid in its determination.

C. If a positive determination on an application is made by EIC, acting on behalf of the City of Newburgh, the property owner shall be deemed a Qualified Property Owner and shall be eligible to participate in the Program in accordance with Section 156-17 of this article.

§ 156-16. Application criteria.

Upon the submission of an application, EIC, acting on behalf of the City of Newburgh, shall make a positive or negative determination on such application based upon the following criteria for the making of a financing:

A. The property owner may not be in bankruptcy and the property may not constitute property subject to any pending bankruptcy proceeding;

B. The amount financed under the Program shall be repaid over a term not to exceed the weighted average of the useful life of Renewable Energy Systems and Energy Efficiency Improvements to be installed on the property as determined by EIC;

C. Sufficient funds are available from Financing Parties to provide financing to the property owner;

D. The property owner is current in payments on any existing mortgage on the Qualified Property;

E. The property owner is current in payments on any real property taxes on the Qualified Property; and

F. Such additional criteria, not inconsistent with the criteria set forth above, as the State, the City of Newburgh, or EIC acting on its behalf, or other Financing Parties may set from time to time.

§ 156-17. Energize NY Finance Agreement

A. A Qualified Property Owner may participate in the Program through the execution of a finance agreement made by and between the Qualified Property Owner and a Financing Party, to which EIC, on behalf of the City of Newburgh, shall be a third-party beneficiary (the "Finance Agreement"). Upon execution and delivery of the Finance Agreement, the property that is the subject of the Finance Agreement shall be deemed a "Benefited Property".

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B. Upon execution and delivery of the Finance Agreement, the Benefited Property Owner shall be eligible to receive funds from the Financing Party for the acquisition, construction, and installation of a Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, provided the requirements of the Enabling Act, the Municipal Agreement and this article have been met.

C. The Finance Agreement shall include the terms and conditions of repayment of the Secured Amount and the Annual Installment Amounts.

D. EIC may charge fees to offset the costs of administering the Program and such fees, if not paid by the Financing Party, shall be added to the Secured Amount.

§ 156-18. Terms and conditions of repayment.

The Finance Agreement shall set forth the terms and conditions of repayment in accordance with the following:

A. The principal amount of the funds loaned to the Benefited Property Owner for the Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, shall be specially assessed against the Benefited Property and will be evidenced by a Benefit Assessment Lien recorded against the Benefited Property on the land records on which liens are recorded for properties within the City of Newburgh. The special benefit assessment shall constitute a "charge" within the meaning of the Enabling Act and shall be collected in annual installments in the amounts certified by the Financing Party in a schedule provided at closing and made part of the Benefit Assessment Lien. Said amount shall be annually levied, billed and collected by EIC, on behalf of the City of Newburgh, and shall be paid to the Financing Party as provided in the Finance Agreement.

B. The term of such repayment shall be determined at the time the Finance Agreement is executed by the Benefited Property Owner and the Financing Party, not to exceed the weighted average of the useful life of the systems and improvements as determined by EIC, acting on behalf of the City of Newburgh.

C. The rate of interest for the Secured Amount shall be fixed by the Financing Party in conjunction with EIC, acting on behalf of the City of Newburgh, as provided in the Finance Agreement.

§ 156-19. Levy of annual installment amount and creation of annual installment lien.

A. Upon the making of the loan pursuant to the Finance Agreement, the Secured Amount shall become a special Benefit Assessment Lien on the Benefited Property in favor of the City of Newburgh. The amount of the Benefit Assessment Lien shall be the Secured Amount. Evidence of the Benefit Assessment Lien shall be recorded by EIC, on behalf of the City of Newburgh, in the land records for properties in the City of Newburgh.

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Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the City of Newburgh. The Benefit Assessment Lien shall not be foreclosed upon by or otherwise enforced by the City of Newburgh.

B. The Finance Agreement shall provide for the repayment of the Secured Amount in installments made at least annually, as provided in a schedule attached to the Benefit Assessment Lien (the "Annual Installment Amount"). The Annual Installment Amount shall be levied by EIC, on behalf of the City of Newburgh, on the Benefited Property in the same manner as levies for municipal charges, shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the "Annual Installment Lien") and shall remain a lien until paid. The creation or any recording of the Annual Installment Lien shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the City of Newburgh. Payment to the Financing Party shall be considered payment for this purpose. Such payment shall partly or wholly discharge the Annual Installment Lien. Delinquent Annual Installment Amounts may accrue Financing Charges as may be provided in the Finance Agreement. Any additional Financing Charges imposed by the Financing Party pursuant to the Finance Agreement shall increase the Annual Installment Amount and the Annual Installment Lien for the year in which such overdue payments were first due.

C. The Benefit Assessment Lien shall be reduced annually by the amount of each Annual Installment Lien when each Annual Installment Lien becomes a lien. Each Annual Installment Lien shall be subordinate to all Municipal Liens, whether created by Section 902 of the RPTL or by any other State or local law. No portion of a Secured Amount shall be recovered by the City of Newburgh, EIC, or an assignee upon foreclosure, sale or other disposition of the Benefited Property unless and until all Municipal Liens are fully discharged. Each Annual Installment Lien, however, shall have priority over all Non-Municipal Liens, irrespective of when created, except as otherwise required by law.

D. Neither the Benefit Assessment Lien nor any Annual Installment Lien shall be extinguished or accelerated in the event of a default or bankruptcy of the Benefited Property Owner. Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall be collected by EIC, on behalf of the City of Newburgh, at the same time and in the same manner as real property taxes or municipal charges. Each Annual Installment Lien shall remain a lien until paid. Amounts collected in respect of an Annual Installment Lien shall be remitted to EIC, on behalf of the City of Newburgh, or the Financing Party, as may be provided in the Finance Agreement.

E. EIC shall act as the City of Newburgh's agent in collection of the Annual Installment Amounts. If any Benefited Property Owner fails to pay an Annual Installment Amount, the Financing Party may redeem the Benefited Property by paying the amount of all unpaid Municipal Liens thereon, and thereafter shall have the right to collect any amounts in respect of an Annual Installment Lien by foreclosure or any other remedy available at law. Any foreclosure shall not affect any subsequent Annual Installment Liens.

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F. EIC, on behalf of the City of Newburgh, may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens to Financing Parties that provide financing to Qualified Properties pursuant to Finance Agreements. The Financing Parties may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens received from EIC, on behalf of the City of Newburgh, subject to certain conditions provided in the administration agreement between EIC and the Financing Party. The assignee or assignees of such Benefit Assessment Liens and Annual Installment Liens shall have and possess the same powers and rights at law or in equity as the City of Newburgh would have had if the Benefit Assessment Lien and the Annual Installment Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection.

§ 156-20. Verification and report.

EIC, on behalf of the City of Newburgh, shall verify and report on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Program in such form and manner as the Authority may establish.

§ 156-21. Severability.

If any clause, sentence, paragraph, section, or part of this article shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not effect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof involved in the controversy in which such judgment shall have been rendered.

SECTION 3 – SEVERABILITY

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

SECTION 4 – CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Chapter", "Article", "Section", or other appropriate word as required for codification; and that any such

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rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the Code of Ordinances affected thereby.

SECTION 5 – VALIDITY

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

SECTION 6 – EFFECTIVE DATE

This Local Law and shall be effective immediately after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

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RESOLUTION NO.: _____ - 2024

OF

DECEMBER 9, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE A PROFESSIONAL ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES AGREEMENT WITH ARCADIS OF NEW YORK INC. IN THE WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING REHAHBILITATION PROJECT IN THE AMOUNT OF $339,450.00

WHEREAS, on April 23, 2023, a broken pipe in the basement caused significant damage to the Primary Pump Room at the City of Newburgh Wastewater Treatment Plant ("WWTP"); and

WHEREAS, by Resolution No. 146-2023 of August 14, 2023, the City Council approved a contract with Arcadis of New York, Inc. for professional engineering services for the design of the WWTP Administration Building Rehabilitation Project (the "Project"); and

WHEREAS, the City solicited and received a proposal from Arcadis of New York, Inc. for professional engineering construction management services for the Project; and

WHEREAS, the cost of such proposal in the amount of $339,450.00 shall be derived from G.8130.0200 Equipment/Infrastructure; and

WHEREAS, this Council finds that entering into a contract with Arcadis of New York, Inc. based on the foregoing is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to accept a proposal and execute a contract with Arcadis of New York, Inc., for professional engineering construction management services in the Wastewater Treatment Plant Administration Building Rehabilitation Project in the amount of $339,450.00.

Mr. Jason Morris, PE
Commissioner of Public Works and City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

Arcadis of New York, Inc.
646 Plank Road
Suite 100
Clifton Park, NY 12065
United States
Phone: 518 250 7300
www.arcadis.com

Date: November 22, 2024
Our Ref: 103048777
Subject: Proposal for Construction Phase Engineering Services – WWTP Administration Building Renovation

Dear Mr. Morris,

Arcadis of New York, Inc. (Arcadis) is pleased to present the City of Newburgh (City) with this proposal for construction phase engineering services related to the Wastewater Treatment Plant (WWTP) Administration Building Renovation project.

It is expected that Arcadis will be providing construction phase services on multiple projects for the City, with a full-time resident engineering team providing construction phase services starting with commencement of the Combined Sewer Control Facility starting in the summer of 2025. Accordingly, this proposal includes only providing part-time oversight on the Administration Building Renovation project until such time as the Combined Sewer Control Facility begins, after which, the same Resident Engineer will oversee both projects For budgeting purposes, we have assumed that the part time oversight will occur for a period of six (6) months before the Resident Engineer will be on-site.

Scope of Services

Task 1 – Construction Administration

Arcadis will perform construction administration services based on a multi-prime construction contract (a total of four construction contracts) with an expected duration of 12 months. Arcadis will provide in-house project management to direct and coordinate services to be provided by Arcadis, such as scheduling site visits, quality reviews of deliverables, communications with City staff, budget management and invoicing.

Arcadis will review the Contractors' pre-construction submittals including, but not limited to, lists of subcontractors, suppliers and vendors, preliminary construction schedule, schedules of values, and submittal logs. Arcadis will attend up to two scheduling workshops with the Prime Contractors to assist in developing an acceptable preliminary or baseline construction schedule.

Throughout construction Arcadis will review the Contractors' submittals, including shop drawings, material and equipment samples, and vendor O&M manuals to determine whether such submittals are in accordance with the Contract Documents. Arcadis will indicate what changes, if any, are necessary for each submittal and review up to two re-submittals, as part of this scope of work. If additional reviews are required to have the submittal(s) be in conformance with the Contract Documents the City per the Contract Documents can back charge the Contractor

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to cover the additional review time of for the submittal(s). Arcadis will maintain a submittal log describing the current status of Contractor's submittals, as well as maintain records of vendors warranties, and one complete set of approved submittals will be turned over to the City at construction completion in electronic form.

Arcadis will review the construction progress schedule that combines prime contractors' schedules and provide comments to the Contractors and the City. Arcadis will review and make recommendations to the City for the approval of payment requests. Recommendations for payment will be based on the Contractors' progress to date, and submittal and equipment procurement status. Arcadis has included the review of a total of 12 applications for payment for each Prime Contractor.

We will prepare and support the City in the negotiation of up to 8 change orders and in the review of requests for time extensions and claims, in accordance with the Contract between the City and the Prime Contractors. Preparation of change orders shall include necessary drawings and specification modifications.

Task 2 – Field Resolutions

Arcadis will review, log, and respond to Requests for Information (RFIs), Requests for Field Changes, and Field Changes that are submitted in writing by the Prime Contractors. We will prepare written responses for requests and prepare supplementary drawings that may be necessary for the interpretation and clarification of the Contract Documents.

Task 3 – Construction Meetings

Arcadis will schedule and attend, in conjunction with the City, the pre-construction conference to discuss general and specific requirements of the Contract Documents. Prior to the conference, Arcadis will develop an agenda and, after the conference, create and distribute minutes to attendees.

Arcadis will facilitate a scheduling workshop with the four Prime Contractors to review technical requirements, Progress Schedule development methods and procedures. Arcadis will prepare minutes of the scheduling conference and distribute minutes to each attendee.

Arcadis will Attend up to 24 bi-weekly progress meetings with the City, Inframark, and the Prime Contractors. Arcadis will develop agendas and create and distribute minutes for each progress meetings. Meetings will include a discussion of the work completed in the prior two weeks, the progress anticipated for the upcoming two weeks, the status of RFI's, change orders, and shop drawings. Progress meetings will be attended in person by our Resident Project Representative and virtually by our Project Manager and Project Engineer.

Task 4 – Site Visits

Arcadis will make a site visits periodically by technical staff to observe the progress of the Work. Arcadis will participate in an inspection with the City to determine if the work is substantially complete and assist in determining if the work has been completed in general accordance with the Contract Documents. We will prepare a list of incomplete items (punch list) and obtain a schedule for their completion from the Prime Contractors. Upon receiving written notice from the Prime Contractors that the Work is complete, and a final inspection requested, Arcadis will conduct a final inspection to determine if the completed Work is acceptable.

Task 5 – Construction Observation

Arcadis will provide part time inspection services on behalf of the City. A Resident Project Representative will be on-site, part-time, throughout an estimated 12-month of active construction (a total of 480 hours has been budgeted for this period of time). Once the Combined Sewer Control Facility construction begins the full-time

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Resident Engineer and Construction Inspector will be covering the Resident Project Representative duties for this Project under a separate budget (not included in this proposal). Tasks will include the following:

- Assist the City with Project coordination.
- Provide general inspection services for the work.
- Keep a weekly log, including information on work completed by the Contractor, problems encountered and other relevant information.
- Be available for and log site visits by visitors.
- Maintain a photo log of the work
- Verify the correct spare parts are delivered to the City.
- Interpret Contract Documents in the field and discuss field issues with the Contractor.
- Assist in resolving issues that do not require a written RFI or field change request to be submitted by the Contractor.
- Expedite engineering decisions required by the City.
- Maintain working drawings.
- Observe material and equipment delivered to the site prior to installation.
- Inform the Contractor when the Work being performed does not meet the requirements of the Contract Documents.
- Verify that deficiencies in the Work are corrected and properly documented.
- Prepare a daily log summarizing the day's observations. The daily log will include the date, weather conditions, construction Work in progress, size of the work force, equipment utilized, and condition of the Work.

Task 6 – Construction Closeout

Arcadis will assist the City with closing out the Construction Contracts for this Project and create as-built/record drawings based upon Contractor field mark-ups. The as-built/record CADD drawing/Revit files will be submitted to the City electronically, along with two (2) hard copies.

Compensation

Arcadis will complete the scope of services presented herein for a total not to exceed fee of $339,450. The City will be charged for actual time and expense costs incurred. If acceptable, this scope of work will be billed in accordance with our standard rate schedule for hours worked plus other direct costs markup of 10 percent.

Task	Compensation
Task 1 – Construction Administration	$65,450
Task 2 – Field Resolutions	$47,000
Task 3 – Construction Meetings	$53,500
Task 4 – Site Visits	$49,000
Task 5 – Construction Observation	$105,000
Task 6 – Construction Closeout	$19,500
Total Not to Exceed Fee:	**$339,450.00**

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Mr. Jason Morris, PE
City of Newburgh
November 25, 2024

Arcadis looks forward to continuing to support the City on this project. If you have any questions, please do not hesitate to contact me at (518) 250-7300 so that I may be of further assistance. We again thank the City for this opportunity.

Sincerely,
Arcadis of New York, Inc.



Michael F. Kosier, PE
Senior Vice President

Email: michael.kosier@arcadis.com
Direct Line: 518.250.7304

CC. A. Brooks, Arcadis

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

RESOLUTION NO.: _____ - 2024

OF

DECEMBER 9, 2024

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH BARONE CONSTRUCTION GROUP, INC. FOR THE CONSTRUCTION OF THE WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING REHAHBILITATION PROJECT IN THE AMOUNT OF $1,025,000.00

WHEREAS, on April 23, 2023, a broken pipe in the basement caused significant damage to the Primary Pump Room at the City of Newburgh Wastewater Treatment Plant ("WWTP"); and

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the WWTP Administration Building Rehabilitation Project; and

WHEREAS, bids have been duly received and opened and Barone Construction Group, Inc. is the low bidder with a total bid amount of $1,025,000.00; and

WHEREAS, funding for such project in the amount of $878,915.00 shall be derived from an allocation of American Rescue Plan Act funds and in the amount of $145,085.00 shall be derived from G.8130.0200 Equipment/Infrastructure;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the WWTP Administration Building Rehabilitation Project be and it hereby is awarded to Barone Construction Group, Inc. for an amount not to exceed $1,025,000.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

Todd Venning
City Manager/CEO

CITY OF NEWBURGH

FINANCE DEPARTMENT
Bureau of Purchase and Supply
83 Broadway, Newburgh, New York 12550
(845) 569-7320 • www.cityofnewburgh-ny.gov

Todd Venning (CFO)
Director of Finance

Janice Gaston
City Comptroller

Robert VanVlack
City Purchasing Agent

Solicitation #7.24 Results

General Construction (Contract 1-G)

Invitation for Bids (IFB)
For
Wastewater Treatment Plant (WWTP) Admin Building Renovation

Opening: 11/7/2024 (11:00 to 11:30 a.m.) @ City Hall Council Chambers, 83 Broadway, Newburgh, NY

Attendees:

- Robert Van Vlack, City Purchasing Agent (Witness)
- Stephanie Hayden, Account Clerk (Recorder)
- Allison Spinelli, Engineering (Department Representative)

The bids below were received in compliance with the solicitation closing of 11:00 a.m. November 7, 2024.

Vendor	Receipt	Unofficial Lump Sums Bid
BARONE CONSTRUCTION	11/7/2024 10:30 A,M.	$1,025,000.00
HOLT CONSTRUCTION	11/7/2024 10:40 A.M.	$1,139,304.00

BID FORM

City of Newburgh
Wastewater Treatment Plant (WWTP) Admin Building Renovation
General Construction
(Contract 1-G)
Bid No. 7.24

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	10/3/2024
2	10/29/2024

Addendum No.	Addendum Date

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 reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to 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 Base Bid for General Construction	$ 950,000.00

Item No.	**Allowances**	
2	Lump Sum Contingency Allowance	$ 75,000

Total of All Lump Sums $ 1,025,000.00

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. Workers' Compensation Affidavit.

F. Iranian Energy Sector Divestment Form.

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:

BIDDER: [Indicate correct name of bidding entity]

Barone Construction Group, Inc.

By: [Signature] _____

[Printed name] Joseph Barone

(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] Anthony Barone

Title: Vice President

Submittal Date: 11/7/2024

Address for giving notices:

P.O Box 876, Highland, NY 12528

Telephone Number: 845-691-2244

Fax Number: _____

Contact Name and e-mail address: Joseph Barone

joseph.barone@bcgcmgc.com

Bidder's License No.: _____
(where applicable)

+ + END OF BID FORM + +

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.

FRANCISCO COLON JR
Notary Public - State of New York
NO. 01C00022503
Qualified in Orange County
My Commission Expires Mar 20, 2028

Sworn to before me
this 6 day of November, 2024

Notary Public

Signature

President
Title

Barone Construction Group, Inc.
Company Name

DOCUMENT 00 45 21

IRANIAN ENERGY SECTOR DIVESTMENT

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

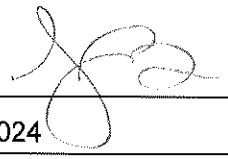
1 By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder 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

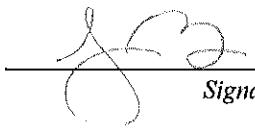
2.2 The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Name: Joseph Barone Title: President

Signature: 

Date: 11/7/2024 Company Name: Barone Construction Group, Inc.

Subscribed and sworn to Joseph Barone (*Name of Affiant*) President (*Title of Affiant*)

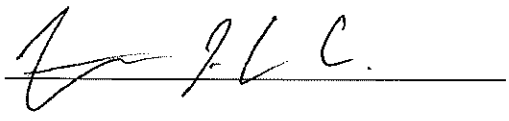


Signature of Affiant (in blue ink)

before me this 6 day of November, 2024 *Affix Notary Seal or Stamp below*

Notary Public of State of New York

My commission expires: March 20, 2028

Notary Signature: 

FRANCISCO COLON JR
Notary Public - State of New York
NO. 01CO0022503
Qualified in Orange County
My Commission Expires Mar 20, 2028

This Affidavit must be completed by all Bidders

DOCUMENT 00 45 20

AFFIDAVIT - WORKERS' COMPENSATION

STATE OF:)

) SS:

County of:)

I, Joseph Barone of the Town, Village, City of Highland

in the County of Ulster and the State of New York

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

I am President, an officer of the firm of Barone Construction Group, Inc.

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

Joseph Barone / Barone Construction Group, Inc.

Contractor Name

Subscribed and sworn to Joseph Barone — *Name of Affiant*; President — *Title of Affiant*

Signature of Affiant (in blue ink)

before me this 6 day of November, 20 24

Affix Notary Seal or Stamp below

Notary Public of State of New York

My commission expires: March 20, 2028

Notary Signature:

FRANCISCO COLON JR
Notary Public - State of New York
NO. 01CO0022503
Qualified In Orange County
My Commission Expires Mar 20, 2028

This Affidavit must be completed by all Bidders

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: Barone Construction Group, Inc.

Address: 23 New Paltz Rd. / P.O Box 876

Highland, NY 12528

2. SUBMITTED TO: City of Newburgh

3. SUBMITTED FOR:

Owner: City of Newburgh

Project Name: Wastewater Treatment Plant (WWTP) Admin Building Renovation

TYPE OF WORK: General Construction

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Joseph Barone

Title: President

Phone: 845-691-2244

Email: joseph.barone@bcgcmgc.com

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5. **AFFILIATED COMPANIES:**

Name: _____

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: 6/11/2015

Executive Officers:

- President: Joseph Barone
- Vice President(s): Anthony Barone

_____

_____

- Treasurer: Anthony Barone
- Secretary: Anthony Barone

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☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate 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: _____

_____

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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: Liberty Mutual Insurance Company

Address: 175 Berkeley St

Boston, MA 02116

Bonding Agent: Marshall & Sterling, Inc

Address: 110 Main Street

Poughkeepsie, NY 12601

Contact Name: Bailey Minnerly

Phone: 845-454-0800 Ext. 2309

Aggregate Bonding Capacity: $30,000,000

Available Bonding Capacity as of date of this submittal: $22,500,000

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10. FINANCIAL INFORMATION

Financial Institution: Wallkill Federal Saving & Loans

Address: 12 Main St.

Walden, NY 12586

Account Manager: Mike Cappillino

Phone: 845-895-2051 ext 454

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 wwner'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.

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12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Joseph Barone

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.

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	see attached	EMR	
YEAR		EMR	
YEAR		EMR	
YEAR		EMR	
YEAR		EMR	

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

YEAR	see attached	TRFR	
YEAR		TRFR	
YEAR		TRFR	
YEAR		TRFR	
YEAR		TRFR	

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

YEAR	2023	TOTAL NUMBER OF MAN-HOURS	16,616.00
YEAR	2022	TOTAL NUMBER OF MAN-HOURS	16,781.00
YEAR	2021	TOTAL NUMBER OF MAN-HOURS	20,901.00
YEAR	2020	TOTAL NUMBER OF MAN-HOURS	16,500.00
YEAR	2019	TOTAL NUMBER OF MAN-HOURS	16,712.00

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	N/A	DART	
YEAR		DART	
YEAR		DART	
YEAR		DART	
YEAR		DART	

13. EQUIPMENT:

MAJOR EQUIPMENT:

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

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

NAME OF ORGANIZATION: Barone Construction Group, Inc.

BY: Joseph Barone

TITLE: President

DATED: 11/7/2024

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 6 DAY OF November, 2024

NOTARY PUBLIC - STATE OF New York

MY COMMISSION EXPIRES: March 20, 2028

FRANCISCO COLON JR
Notary Public - State of New York
NO. 01CO0022503
Qualified in Orange County
My Commission Expires Mar 20, 2028

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.

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SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
See attached	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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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
See attached	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
N/A			

+ + END OF QUALIFICATIONS STATEMENT + +

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Marshall & Sterling INSURANCE

Tim Dean, CIC - CRM
Chairman of the Board

Eric Diamond
Chief Executive Officer

Yvonne McCrea
President

October 4, 2024

RE: Barone Construction Group Inc.
23 New Paltz Road
Highland, NY 12528

To Whom it May Concern,

We are writing as the Insurance Agents for Barone Construction Group Inc to provide their Experience Modification Rating (EMR) for 3 years.

Policy	Term	ERM
A23830276	2024-2025	0.79
A23830276	2023-2024	0.97
A23830276	2022-2023	0.95

Regards,

Sarai Howard

Sarai Howard
Client Service Specialist
Downstate Region
Ext. 2221

CURRENT PROJECTS

Village of Harriman Municipal Center
Owner: Village of Harriman
Architect: Anderson Design Group
Contract Amount: $4,396,000.00
Percentage Complete: 85%
Completion Date: Fall 2024

Town Hall Addition
Owner: Town of Hyde Park
Architect: CPL Architecture, Engineering, & Planning
Contract Amount: $2,181,000.00
Percentage Complete: 80%
Completion Date: Fall 2024

Exterior Rehabilitation & Window & Door Replacement Phase 2
Owner: Grinnell Public Library
Architect: P2G Architecture
Contract Amount: $1,120,000.00
Percentage Complete: 5%
Completion Date: Spring 2025

Marlborough DPW Garage Renovations
Owner: Town of Marlborough
Architect: CPL Architecture, Engineering, & Planning
Contract Amount: $1,171,000.00
Percentage Complete: 0%
Completion Date: Winter 2024

Town Hall Addition
Owner: Town of Milan
Architect: Optimus Architecture
Contract Amount: $478,230.00
Percentage Complete: 5%
Completion Date: Spring 2025

Ulster County Wellness Hub
Owner: County of Ulster
Architect: Pomarico Design Studio Architecture, PLLC
Contract Amount: $942,500.00
Percentage Complete: 50%
Completion Date: Fall 2024

Project Name: Rombout – New Fire Station #2
Owner: Rombout Fire District
Architect: Liscum McCormack Vanvoorhis Architects
Contract Amount: $6,007,000.00
Completion Date: Summer 2024

Woodstock Library Renovation & Addition
Owner: Woodstock Public Library
Architect: CPL Architecture, Engineering, & Planning
Contract Amount: $1,191,000.00
Percentage Complete: 0%
Completion Date: Spring 2025

BCG

BARONE CONSTRUCTION GROUP, INC.

"BUILDING A FUTURE OF EXCELLENCE"

COMPLETED PROJECTS

Project Name: Howland Library ADA Bathroom Renovation
Owner: Beacon Public Library
Architect: Jeff Wilkinson R.A.
Contract Amount: $268,000.00
Completion Date: 2016

Project Name: Alterations and Renovations to 84 Hurley Ave.
Owner: Dr. Cheema
Architect: Dutton Architecture, PLLC
Contract Amount: $280,000.00
Completion Date: March 2016

Project Name: Town of Carmel Roof Replacement
Owner: Town of Carmel
Architect: Town of Carmel Engineering Department
Contract Amount: $60,000.00
Completion Date: August 2016

Project Name: Greenwood Lake Indy Lab
Owner: Greenwood Lake UFSD
Architect: KG&D Architects
Contract Amount: $75,000.00
Completion Date: August 2016

Project Name: Highland Fire Department Exterior Renovation
Owner: Highland Fire District
Architect: Mauri Architects PC
Contract Amount: $255,000.00
Completion Date: December 2016

Project Name: Camp Smith Access Control Building
Owner: NYS OGS
Architect: CHA Companies
Contract Amount: $750,000.00
Completion Date: January 2017

Project Name: Ulster County Pool House Addition
Owner: County of Ulster
Architect: LAN Associates, Engineering, Planning, Architecture, Surveying, LLP
Contract Amount: $70,000.00
Completion Date: April 2017

Project Name: Mid-Hudson Library Window Replacement
Owner: Mid-Hudson Library System
Architect: Alfandre Architecture PC
Contract Amount: $119,000.00
Completion Date: May 2017

Project Name: Brewster CSD District Office Addition
Owner: Brewster CSD
Architect: KG&D Architects
Contract Amount: $268,000.00
Completion Date: August 2017

Project Name: Port Jervis Storage Building
Owner: Port Jervis City School District
Architect: Mosaic Associates Architects
Contract Amount: $161,000.00
Completion Date: May 2017

BCG

BARONE CONSTRUCTION GROUP, INC.

"BUILDING A FUTURE OF EXCELLENCE"

COMPLETED PROJECTS

Project Name: Bottini Fuel Maintenance Garage
Owner: Saugerties Terminal LLC
Architect: Dutton Architecture, PLLC
Contract Amount: $482,000.00
Completion Date: December 2017

Project Name: Mid-Hudson Library Ceiling Replacement
Owner: Mid-Hudson Library System
Architect: Synergy Design
Contract Amount: $173,000.00
Completion Date: Jan. 2018

Project Name: Walden Fire District Renovation
Owner: Walden Fire District
Architect: Bar Down Studio
Contract Amount: $401,000.00
Completion Date: December 2018

Project Name: New Paltz CSD Bus Garage Addition
Owner: New Paltz CSD
Architect: Tetra Tech
Contract Amount: $1,234,000.00
Completion Date: December 2018

Project Name: Pinebrook Wastewater Treatment
Owner: County of Dutchess
Architect: Rennia Engineering Design, PLLC
Contract Amount: $62,000.00
Completion Date: February 2019

Project Name: Wallkill Valley Loan Office
Owner: Wallkill Valley Federal Savings & Loans
Architect: Anderson Design Group Architects
Contract Amount: $813,000.00
Completion Date: September 2019

Project Name: Dutchess County DPW Garage Renovation
Owner: County of Dutchess
Architect: Swartz Architecture, DPC
Contract Amount: $138,000.00
Completion Date: June 2019

Project Name: Ulster County ADA Upgrades
Owner: County of Ulster
Architect: Alfandre Architecture PC
Contract Amount: $615,155.00
Completion Date: August 2019

Project Name: Wappingers Central School District - District Wide Security Vestibules
Owner: Wappingers Central School District
Architect: Rhinebeck Architecture
Contract Amount: $500,000.00
Completion Date: August 2019

Project Name: Saugerties Central School District Greenhouse Project
Owner: Saugerties Central School District
Architect: Mosaic Associates Architects
Contract Amount: $475,000.00
Completion Date: April 2020

COMPLETED PROJECTS

Project Name: Hyde Park Central School District North Park Elementary School 2018 Capital Project - Phase 1
Owner: Hyde Park Central School District
Architect: CS ARCH Architects & M.E.P. Engineers
Contract Amount: $420,344.32
Completion Date: August 2020

Project Name: Onteora High School Chemistry Lab Phase 2: Renovations & Improvements
Owner: Onteora Central School District
Architect: Clark Patterson Lee
Contract Amount: $339,000.00
Completion Date: September 2020

Project Name: East Water Tank Replacement Lake Taghkanic State Park
Owner: New York State Parks, Recreation, and Historic Preservation
Architect: Chazen Engineers
Contract Amount: $186,984.02
Completion Date: September 2020

Project Name: Lagrange Library Phase 1 Tenant Fit-up Improvements
Owner: Lagrange Library
Architect: Butler Rowland Mays Architects, LLP
Contract Amount: $514,860.00
Completion Date: October 2020

Project Name: Brewster Public Library Expansions & Renovations
Owner: Brewster Public Library
Architect: Butler Rowland Mays Architects, LLP
Contract Amount: $1,801,691.78
Completion Date: January 2021

Project Name: Sunrise Cottage
Owner: Safe Homes of Orange County
Architect: Mauri Architects PC
Contract Amount: $2,980,127.00
Completion Date: March 2021

Project Name: Rock Tavern Training Center Fire Protection Water Supply Project
Owner: North Atlantic States Carpenters Training Fund
Architect: Schopfer Architects, LLP
Contract Amount: $595,000.00
Completion Date: September 2021

Project Name: Rock Tavern Training Center Phase II
Owner: North Atlantic States Carpenters Training Fund
Architect: Schopfer Architects, LLP
Contract Amount: $3,598,635.00
Completion Date: September 2021

Project Name: Reading Room Addition
Owner: Wallkill Public Library
Architect: Butler Rowland Mays Architects, LLP
Contract Amount: $400,381.00
Completion Date: November 2021

Project Name: Sarah Hull Hallock Free Library Exterior Improvements
Owner: Sarah Hull Hallock Free Library
Architect: Butler Rowland Mays Architects, LLP
Contract Amount: $51,716.00
Completion Date: October 2021

BCG

BARONE CONSTRUCTION GROUP, INC.

"BUILDING A FUTURE OF EXCELLENCE"

COMPLETED PROJECTS

Project Name: New Fire Station for the Wallkill Fire District
Owner: Wallkill Fire District
Architect: Cirillo Architects, PC
Contract Amount: $4,679,308.00
Completion Date: February 2022

Project Name: Village of Ellenville Emergency Shelter
Owner: Village of Ellenville
Architect: KC Engineering & Land Surveying, PC
Contract Amount: $2,064,306.00
Completion Date: February 2022

Project Name: Alligerville Fire Station and Transitional Emergency Shelter
Owner: Town of Rochester
Architect: Alfandre Architecture
Contract Amount: $1,844,489.99
Completion Date: November 2022

Project Name: Beekman Town Hall- Accessibility Improvement Plan
Owner: Town of Beekman
Architect: Hudson Lan Design Professional Engineering, P.C.
Contract Amount: $580,252.00
Completion Date: Winter 2022

Project Name: Beekman Town Hall- Exterior Improvement
Owner: Town of Beekman
Architect: MAAD Architects
Contract Amount: $204,000.00
Completion Date: Spring 2022

Project Name: Pawling CSD Phase 1
Owner: Pawling CSD
Architect: CS Arch. Architects and Engineers
Contract Amount: $663,461.65
Completion Date: Summer 2022

Project Name: Sullivan County T-Hanger
Owner: County of Sullivan
Architect: Passero Associates
Contract Amount: $283,000.00
Completion Date: Fall 2022

Project Name: Poughkeepsie CSD Middle School Grant HVAC Improvements
Owner: Poughkeepsie City School District
Architect: CPL
Contract Amount: $179,500.00
Completion Date: December 2022

Project Name: Torsone Funeral Home Addition
Owner: Torsone St. Jude LLC
Architect: Ciro Interrante Architect P.C.
Contract Amount: $832,160.00
Completion Date: Fall 2022

Project Name: General Construction & Site Work for New Firehouse
Owner: Warwick Fire District
Architect: Cirillo Architects, P.C.
Contract Amount: $3,128,221.00
Completion Date: 2023

BCG

BARONE CONSTRUCTION GROUP, INC.

"BUILDING A FUTURE OF EXCELLENCE"

COMPLETED PROJECTS

Project Name: Red Hook Reconstruction to Red Hook Senior High School
Owner: Red Hook CSD
Architect: Tetra Tech Architects & Engineers
Contract Amount: $304,376.00
Completion Date: Spring 2023

Project Name: New Highway Facility
Owner: Town of Montgomery
Architect: Lamont Engineers, P.C.
Contract Amount: $4,992,881.00
Completion Date: 2023

Project Name: Lomontville Firehouse Renovation
Owner: Lomontville Fire District
Architect: Peak Engineering
Contract Amount: $435,740.00
Completion Date: Summer 2023

Project Name: Beacon City School District Reconstruction to JV Forrestal ES & Sargent ES
Owner: Beacon CSD
Architect: Tetra Tech Architects & Engineers
Contract Amount: $398,600.00
Completion Date: 2023

Project Name: Minisink Valley Project D New Sewage Treatment Plant
Owner: Minisink Valley Central School District
Architect: Tetra Tech Architects & Engineers
Contract Amount: $2,109,000.00
Completion Date: Winter 2024

Project Name: District Wide Reconstruction Elementary & Middle School Door & Hardware Replacement
Owner: Greenwood Lake Union Free School District
Architect: Fellenzer Engineering, LLP
Contract Amount: $446,427.00
Completion Date: Winter 2024

Project Name: Lasser Park Senior Center Contract 1- Structural Foundations
Owner: Town of Blooming Grove
Architect: D&B Engineers and Architects
Contract Amount: $1,070,000.00
Completion Date: 2024

Project Name: Grinnell Public Library Exterior Rehab & Window Replacement Phase 1
Owner: Grinnell Public Library
Architect: Swartz Architecture DPC
Contract Amount: $525,000.00
Completion Date: Spring 2024

Project Name: Todd Hill Rest Stop
Owner: State of New York
Architect: Labella
Contract Amount: $215,250.00
Completion Date: Winter 2024

Project Name: Dr. Cheema MD Eye Care PLLC-Surgery Suite
Owner: Cheema MD Eye Care, PLLC
Architect: Dutton Architecture PLLC
Contract Amount: $159,000.00
Completion Date: August 2024

COMPLETED PROJECTS

LaGrange Library- Phase 2 Tenant Fit-Up
Owner: LaGrange Association Library
Architect: Butler Rowland Mays Architects, LLP
Contract Amount: $240,336.00
Completion Date: August 2024

Sullivan County BOCES – Welding Lab
Owner: LaGrange Association Library
Architect: Butler Rowland Mays Architects, LLP
Contract Amount: $330,000.00
Completion Date: September 2024

Joseph Barone
President

Mr. Joseph Barone has over 10 years of experience in commercial construction in both the private and public sectors. During his career, he has managed over 50 million dollars of construction projects. This includes pre-construction: bid scope review, budget estimating, construction development; construction- tracking of RFI's and submittal, change order review, payment application review, being a liaison between building trades and owner; post-construction: owner trainings, closeout- docs, and project turnover.

As President of Operations, Joseph is responsible for the overall growth of the company. This includes pre-construction, cost control, planning, and management oversight of all BCG projects. Joseph works closely with architects during the pre-construction phase to make sure the owner's vision and budget come to fruition. His knowledge of the bidding climate and local area allow him to provide important oversight and guidance during the pivotal pre-construction phase.

- Education: Bachelor of Science in Construction Management, State University of New York Environmental Science and Forestry
- Certification: OSHA 30
- Professional Experience:
    - Project Manager- Hyde Park Central School District- $25.8 Million
    - Estimator- Wappingers Central School District- $15 Million
    - Project Executive- Highland Public Library- $5 Million
    - Project Executive- Valley Central School District- $20 Million
    - Project Executive- Croton Harmon School District- $21 Million

Anthony Barone
Vice President

Mr. Anthony Barone's roles within the company are vast and continue to expand with the growth of the company. He assists with pre-construction services and provides a great deal of input with scheduling and long lead items. He also plays a pivotal role in the construction phase providing insight to the on-site superintendent and manages safety processes. Anthony's past experiences with other prominent construction companies has allowed him to learn a multitude of nuisances within the construction phase and ultimately grow as a leader and project manager.

- Education: Bachelor of Science in Civil Engineering, Manhattan College.
- Certifications: OSHA 30
- Professional Experience:
  - Ulster County Restorative Justice- Kingston, NY- Project Manager- $3.3 Million
    - Quality assurance/control
    - Daily logs
    - Coordination between Prime Contractors
    - Schedule oversight
    - Track submittals, RFI's & change orders
    - Review Pay Applications
  - Bridge Replacement SMRP- Mount Kisco, NY- Project Manager- $ 18 Million
    - QA/QC
    - Coordinate sitework, including sanitary lines, drainage & electric conduit
    - Coordinate concrete & paving installation
    - Prepare change orders
    - Schedule oversight
  - Croton Falls Pump Station- Croton Falls, NY- Project Engineer- $37 Million
    - QA/QC
    - Prepare coordination & as-built drawings
    - Prepare and track submittals, RFI's & PCO's
    - Cost engineering
  - Vassar College Science Center- Poughkeepsie, NY- Field Engineer- $120 Million
    - QA/QC
    - Complete building layout from start to finish
    - Perform safety inspections
    - Prepare As-built drawings

Alan Barone
Senior Project Executive/Project Manager

With 45 years of commercial construction experience Mr. Alan Barone is responsible for overseeing specific day-to-day project activities including project management, estimating, scheduling, and buyout. He coordinates with onsite project managers, superintendents, and subcontractors to achieve the overall goal of the project. Alan has hands-on experience with all aspects of a job from running heavy equipment and pouring footing and foundations, to framing and finished carpentry work.

As a senior member at BCG, Alan works closely with owners, architects, engineers, contractors, inspectors and other parties involved in the project. His extensive construction background during all phases makes him an excellent resource to work through the complexities of this project. During his 40+ years, he has completed numerous projects ranging in size and scope. His ability to see weeks in advance and coordinate all entities onsite allows BCG to push projects and resolve problems prior to them delaying the project.

- Certification:
  - OSHA 10
  - DEC Erosion & Sediment control training
- Professional Experience:
  - Enlarged City School District of Middletown: Mechanicstown Elementary School Addition- $3.7 Million
  - Cornwall Central School District- $32 Million
  - Poughkeepsie Public Safety Building- $8 Million
  - Dutchess County Government Building- $4 Million
  - Highland Central School District- Capital Project- $27 Million
- Personal:
  - Highland Central School District Board of Education President - Chair of the Building Committee
  - Highland Fire Department Building Committee Representative

Thomas Phillips
Project Manager/General Superintendent

Mr. Thomas Phillips has over 30 years of commercial construction in both the private and public sectors. During his career, he has been involved in over 100 million dollars of construction projects. His career began at a young age as a general laborer: cleaning jobsites, running material, assisting wherever deemed necessary. As he continued to learn and show exceptional work ethic, he was given more responsibilities. He soon became a carpenter and began framing houses and performing interior renovations. His ability to learn quickly and jump right into new skills head on made him an asset to each and every project. Currently he is responsible for coordinating all work onsite with all trades. He is well versed in all trades of construction and has a keen ability to look ahead to keep projects moving forward to meet strict deadlines.
Tom is responsible for the overall success of the project onsite. He is responsible for coordinating trades and pushing performance to complete projects on time. This includes problem solving, reviewing contract documents and working with the onsite trades to resolve issues. He is the onsite eyes and ears for both BCG and the rest of the project team. Most importantly, he is the person providing safety oversight and quality control.

- Certification: OSHA 10
- Professional Experience:
- Marlboro CSD- Milton Elementary School Emergency ceiling replacement
- Marlboro CSD- High School Auditorium renovation and mechanical room addition
- Valley Central Schools- HVAC upgrades and life safety upgrades at three elementary schools
- Wappingers CSD- Middle School new gym bleachers, floor abatement and reinstallation
- ECSD Middletown- Mechanicstown Elementary School large classroom addition and interior renovations
- Cornwall CSD- New Cornwall Central High School and Cornwall Central Middle School renovations

Trade References

Milton Hardware
1837 Route 9W
Milton, NY 12547
845-795-3072 Jeff Palladino

Partner Rentals
711 E. Chester St.
Kingston, NY 12401
845-330-2524 FAX 845-330-2529 Ernesto DelAguila

Bonded Concrete
P.O. Box 189
Watervliet, NY 12189
518-273-5800 FAX 518-273-6134 Molly Zinna

Builders First Source
149 Temple Hill Road
Vails Gate, NY
845-562-5442
stew.malcolm@bldr.com

L&W Supply Corp.
155A Bracken Road
Montgomery, NY
845-275-6170
Erich.walz@lwsupply.com

Wallkill Valley Fed. S & L
12 Main St., Walden 12586
845-895-2051 x454 FAX 845-778-3125
Mike Cappillino, AVP cell 914-489-0016

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

DAMAGES FORM

BID BOND

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

BIDDER *(Name and Address)*:

Barone Construction Group, Inc.
23 New Paltz Road, P.O. Box 876
Highland, NY 12528

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

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER *(Name and Address)*:

City of Newburgh
83 Broadway
Newburgh, NY 12550

BID

Bid Due Date: November 7, 2024

Description *(Project Name— Include Location)*: Wastewater Treatment Plant (WWTP)
Admin Building Renovation
Bid No. 7.24

BOND

Bond Number: N/A

Date: November 7, 2024

Penal sum FIVE PERCENT OF ATATCHED BID (Words) 5% of Bid (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	**SURETY**
Barone Construction Group, Inc. (Seal)	Liberty Mutual Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
Joseph Barone Print Name	Stefanie M. Little Print Name
President Title	Attorney-in-Fact Title
Attest: Signature	Attest: Signature
ADMIN. ASSIST. Title	Mary R. Liberatore, Attorney-In-Fact Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

STATE OF New York
COUNTY OF ~~Ulster~~ Dutchess 6th } SS:

On this ~~7th~~ day of November, 2024 before me personally appeared Joseph Barone with whom I am personally acquainted, who, being by me duly sworn, did depose and say:

That (s)he resides at Highland, NY that (s)he is the President of the Barone Construction Group, Inc. the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal thereto affixed is such corporate seal; that it is so affixed by order of the Board of Directors, and that he signed his name thereto by like order.

Notary Public
County

FRANCISCO COLON JR
Notary Public - State of New York
NO. 01CO0022503
Qualified in Orange County
My Commission Expires Mar 20, 2028

STATE OF New York
COUNTY OF Dutchess } SS:

On this 7th day of November, 2024, before me personally appeared Stefanie M. Little with whom I am personally acquainted, who, being by me duly sworn, did depose and say:

That (s)he resides at Poughkeepsie, NY that (s)he is the Attorney-in-Fact of the Liberty Mutual Insurance Company the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal thereto affixed is such corporate seal; that it is so affixed by order of the Board of Directors, and that he signed his name thereto by like order.

Notary Public
County

BAILEY M MINNERLY
Notary Public - State of New York
No. 01MI6434841
Qualified in Dutchess County
My Commission Expires 06/13/2026

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

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

Certificate No: **8212290-837059**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Margaret Cannelli, Dianna Dahoney, Melissa Dispensa, Mary Liberatore, Nancy Paino, Jessica Stowell, Kevin A. Viana

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of August, 2024.

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 16th day of August, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of November, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT – DECEMBER 31, 2023

Assets		Liabilities	
Cash and Bank Deposits	$1,850,245,073.00	Unearned Premiums	$10,298,963,305.00
*Bonds – U.S Government	$3,859,565,383.00	Reserve for Claims and Claims Expense	$28,848,537,243.00
*Other Bonds	$21,048,805,773.00	Funds Held Under Reinsurance Treaties	$360,714,151.00
*Stocks	$19,937,271,802.00	Reserve for Dividends to Policyholders	$1,310,198.00
Real Estate	$122,228,711.00	Additional Statutory Reserve	$296,126,000.00
Agents' Balances or Uncollected Premiums	$8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities	$7,622,413,466.63
Accrued Interest and Rents	$186,906,667.00	**Total**	**$47,428,064,363.63**
Other Admitted Assets	$15,677,869,683.63	Special Surplus Funds	$209,508,757.00
		Capital Stock	$10,000,075.00
		Paid in Surplus	$13,834,867,488.00
		Unassigned Surplus	$9,409,112,836.00
		Surplus to Policyholders	$23,463,489,156.00
Total Admitted Assets	**$70,891,553,519.63**	**Total Liabilities and Surplus**	**$70,891,553,519.63**

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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

LMS-1262/LMIC

Todd Venning
City Manager/CEO

CITY OF NEWBURGH

FINANCE DEPARTMENT
Bureau of Purchase and Supply
83 Broadway, Newburgh, New York 12550
(845) 569-7320 • www.cityofnewburgh-ny.gov

Todd Venning (CFO)
Director of Finance

Janice Gaston
City Comptroller

Robert VanVlack
City Purchasing Agent

Solicitation #7.24 - Award Recommendation

General Construction (Contract 1-G) for Wastewater Treatment Plant (WWTP) Admin Building Renovation

Evaluation:

Vendor	Receipt	Unofficial Lump Sums Bid
BARONE CONSTRUCTION	11/7/2024 10:30 A,M.	$1,025,000.00
HOLT CONSTRUCTION	11/7/2024 10:40 A.M.	$1,139,304.00

Bids Reviewed and Evaluated by:

1. Arcadis of New York
2. City of Newburgh Engineering Department
3. City of Newburgh Comptroller's Office

Recommendation:

Barone Construction Group is the lowest responsive, responsible bidder. Bid price of $1,025,000.00 confirmed.

No active exclusions were found on SAM.gov for Barone Construction Group.

No NYS (DOL or WCB) debarments were found for Barone Construction Group.

Therefore, Barone Construction Group is recommended for the award.

Robert Van Vlack

City Purchasing Agent

Mr. Jason Morris, PE
Commissioner of Public Works and City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

Arcadis of New York, Inc.
646 Plank Road
Suite 100
Clifton Park, NY 12065
United States
Phone: 518 250 7300
www.arcadis.com

Date: November 21, 2024
Our Ref: 30183827
Subject: Recommendation of Awards for
City of Newburgh Bid No. 7-24
WWTP Administration Building Renovation Project

Dear Mr. Morris,

Arcadis of New York, Inc. (Arcadis) has reviewed the Bids received by the City of Newburgh (City) on November 7, 2024, for Bid No. 7-24, WWTP Administration Building Renovation. Overall, there were 14 bids received for this multi-prime project. The breakdown of bids are as follows:

1. Contract 1-G, General Construction – 2 bids
2. Contract 2-E, Electrical Construction – 3 bids
3. Contract 3-H – HVAC Construction – 6 bids
4. Contract 4-P, Plumbing Construction – 3 bids

After reviewing the Bids, it has been determined that the Bidders were generally responsive in accordance with the Instructions to Bidders, except for a few minor Bid informalities that are not uncommon in municipal bidding. However, the apparent low bidders for Contract 2-E, Electrical Construction Contract 4-P, Plumbing Construction were found to have errors.

The low bidder for Contract 2-E, E-J Electric Installation Co.(E-J), failed to acknowledge Addendum No. 1. Addendum 1 was an administrative addendum issued by the Owner (City of Newburgh) to add correct the e-mail address in which communications were to be sent for bidding on the BidNet website, and it did not impact the bid documents. Arcadis sent a letter to E-J confirming their acknowledgement of Addendum No. 1 and that their Bid was still valid. E-J responded in the affirmative that they acknowledged Addendum No. 1 and that their bid was still valid.

The apparent low bidder for Contract 4-P, Joseph Lombardo Plumbing and Heating has a mathematical error on their Bid Form. They sent the attached letter withdrawing their bid. Therefore, the second low bidder S&L Plumbing and Heating Corp is the lowest responsive bidder.

The tabulated Bid results are enclosed for your convenience. The apparent low bidder and their total Bid price for the construction of each Contract are listed in Table 1 on the next page.

Mr. Jason Morris, PE
City of Newburgh
November 21, 2024

Table 1 - Recommendation of Award

Contract	Contractor	Bid Price
Contract 1-G, General Construction	Barone Construction Group	$1,025,000.00
Contract 2-E, Electrical Construction	E-J Electric Installation Co.	$254,254.00
Contract 3-H, HVAC Construction	DJ Heating & Air Conditioning, Inc.	$458,000.00
Contract 4-P, Plumbing Construction	S&L Plumbing and Heating Corp.	$223,000.00
	Total of All Contracts	**$1,960,254.00**

Based on the information presented herein, Arcadis recommends that the City consider awarding the multi prime contracts for Bid No. 7-24 to the Bidders as identified in Table 1 and for the Bid Price shown therein. The total project cost for Bid No. 7-24 is $1,960,254.00. If you have any further questions pertaining to this project, please do not hesitate to contact me at your earliest convenience so that we can be of further assistance.

Sincerely,
Arcadis of New York, Inc.



A.J. Brooks, PE
Principal Engineer

Email: a.j.brooks@arcadis.com
Direct Line: 518.250.7374

CC. A. Spinelli, City of Newburgh
S. McCorkell, Arcadis

Enclosures:
Bid Opening Report
Letter to E-J Electrical Construction Clarifying Bid and response
Letter to Joseph Lombardo Plumbing & Heating Clarifying Bid and response

BID OPENING REPORT

Arcadis of New York, Inc.
646 Plank Road, Suite 100
Clifton Park, New York 12065

Project Name: **Wastewater Treatment Plant Administration Building Renovation** Bid No. **7-24**
Location: **City of Newburgh, Orange County, New York**
Bid Opening Date and Time: **Thursday, November 7, 2024 at 11:00 AM** Read Aloud By: Bob VanVlack, Purchasing Agent Recorded By: Stephanie Hayden, Account Clerk Witnessed By: Allison Spinelli, Asst. City Engineer

Bid Results

Name of Bidder	Barone Construction Group, Inc.	Holt Construction Corp.	RLJ Electric Corp.	LBS 2020	E-J Electric Installation Co.	Joe Lombardo Plumbing & Heating	S&O Construction Services, Inc.	DJ Heating & Air	TM Brennan Service, Inc.	MDS HVAC-R, Inc.	S+L Plumbing & Heating	Joe Lombardo Plumbing & Heating	TM Brennan Service, Inc.	S+L Plumbing & Heating
Date/Time Received	11/7/24 10:30 AM	11/7/24 10:40 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/8/24 10:30 AM
Contract	1-G	1-G	2-E	2-E	2-E	3-H	3-H	3-H	3-H	3-H	3-H	4-P	4-P	4-P
Bid Item No.														
1	$950,000.00	$1,064,304.00	$289,000.00	$294,000.00	$204,254.00	$673,097.00	$523,237.00	$433,000.00	$691,000.00	$446,650.00	$641,000.00	$16,832.00	$232,000.00	$208,000.00
2	$75,000.00	$75,000.00	$50,000.00	$50,000.00	$50,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$15,000.00	$15,000.00	$15,000.00
Total of All Lump Sum Bid Items	$1,025,000.00	$1,139,304.00	$339,000.00	$344,000.00	$254,254.00	$698,097.00	$548,237.00	$458,000.00	$716,000.00	$471,650.00	$666,000.00	$31,832.00	$247,000.00	$223,000.00
Total Bid as Written on Bid Form	$1,025,000.00	$1,139,304.00	$339,000.00	$344,000.00	$254,254.00	$698,097.00	$548,237.00		$716,000.00	$471,650.00	$666,000.00	$183,329.00	$247,000.00	$223,000.00
Addenda Received	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓
Bid Security	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond
Qualification Statement	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
List of Subcontractors & Suppliers		✓				✓						✓		
Non-Collusive Bidders Certification	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Affidavit of Workers Compensation	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Iranian Energy Sector Divestment	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

SENT VIA E-MAIL ONLY

Ross Olivieri
Regional Operations Manager
E-J Electric Installation Co.
5 Jeanne Drive
Suite 1
Newburgh, NY 12550

Arcadis of New York, Inc.
646 Plank Road
Suite 100
Clifton Park, NY 12065
United States
Phone: 518 250 7300
www.arcadis.com

Date: November 18, 2024
Our Ref: 30183827
Subject: City of Newburgh – Bid #7-24
WWTP Administration Building Renovation

Dear Mr. Olivieri,

E-J Electrical Installation Co. (E-J) is the apparent low bidder for the Electrical Contract for the above referenced project. After reviewing E-J's bid it became apparent that Addendum 1 was not acknowledged. Addendum 1 was an administrative addendum issued by the Owner (City of Newburgh) to add correct the e-mail address in which communications were to be sent for bidding on the BidNet website, and it did not impact the bid documents. Could E-J please acknowledge this addendum and confirm that Addendum 1 does not change your bid price? If you have any questions, please do not hesitate to contact me.

Sincerely,
Arcadis of New York, Inc.



A.J. Brooks
Principal Engineer

Email: a.j.brooks@arcadis.com
Direct Line: 518.250.7374

CC. A. Spinelli, City of Newburgh

Outlook

RE: City of Newburgh Bid# 7-24 - WWTP Administration Building Renovation Project

From Carlos A Flores <cflores@ej1899.com>
Date Wed 2024-11-20 8:20 AM
To Brooks, AJ <A.J.Brooks@arcadis.com>
Cc Kimberly Tinelli <ktinelli@ej1899.com>; Ty L Stein <tstein@ej1899.com>

Arcadis Warning: Exercise caution with email messages from external sources such as this message. Always verify the sender and avoid clicking on links or scanning QR codes unless certain of their authenticity.

Aj,

How are you, my apologies, we formally acknowledge Addendum 1 and confirm it does not change our price. As you stated there were no impacts or changes per addendum 1, just an admin letter, thank you.

Thank you,

Carlos A Flores
Divisional Chief Estimator
Hudson Valley/Albany/Westchester
Cell: 845-320-6265
ej1899.com

From: Brooks, AJ <A.J.Brooks@arcadis.com>
Sent: Wednesday, November 20, 2024 8:07 AM
To: Carlos A Flores <cflores@ej1899.com>
Subject: [EXT] Fw: City of Newburgh Bid# 7-24 - WWTP Administration Building Renovation Project

[ATTENTION] This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Mr. Flores,

Please see the attached letter pertaining to the above referenced project.

Thanks,
AJ

A.J. Brooks, PE
Principal Engineer
Arcadis of New York, Inc.
T +1 518 250 7374

From: Brooks, AJ
Sent: Monday, November 18, 2024 10:23 AM
To: rolivieri@ej1899.com <rolivieri@ej1899.com>
Cc: Spinelli, Allison <aspinelli@cityofnewburgh-ny.gov>
Subject: City of Newburgh Bid# 7-24 - WWTP Administration Building Renovation Project

Mr. Olivieri,

Please find attached a letter pertaining to the above referenced project. Please contact me with any questions.

Thanks,
AJ

**** Please Note New Address*****

A.J. Brooks, PE
Principal Engineer
Arcadis of New York, Inc.
646 Plank Road, Suite 100 | Clifton Park, NY | 12065 | USA
T +1 518 250 7374
www.arcadis.com

ARCADIS

Professional Registration / PR-NY, #098840

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JOE LOMBARDO

PLUMBING & HEATING OF ROCKLAND, INC.

Rockland County Plumbing License # 1000 *Rockland County Cooling License #1468*
Westchester County Plumbing License # 460 *New Jersey Plumbing License #12702*

November 21, 2024

A.J. Brooks, PE
Principal Engineer
Arcadis of New York, Inc.
646 Plank Road, Suite 100
Clifton Park, NY 12065

RE: City of Newburgh Wastewater Treatment Plan Admin Building Renovation

We are respectfully withdrawing our bid for the above-referenced project without prejudice due to a mathematical error.

Sincerely,

Ronald J. Lombardo
President

321 SPOOK ROCK RD • SUFFERN, NY 10901
PHONE: 845-357-6537 • FAX: 845-357-8529
EMAIL:info@josephlombardo.com • WEBSITE: www.josephlombardo.com

RESOLUTION NO.: _____ - 2024

OF

DECEMBER 9, 2024

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH E-J ELECTRIC INSTALLATION CO. FOR THE ELECTRICAL CONSTRUCTION OF THE WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING REHAHBILITATION PROJECT IN AN AMOUNT NOT TO EXCEED $254,254.00

WHEREAS, on April 23, 2023, a broken pipe in the basement caused significant damage to the Primary Pump Room at the City of Newburgh Wastewater Treatment Plant ("WWTP"); and

WHEREAS, the City of Newburgh has duly advertised for bids for the electrical construction of the WWTP Administration Building Rehabilitation Project; and

WHEREAS, bids have been duly received and opened and E-J Electric Installation Co. is the low bidder with a bid amount of $254,254.00; and

WHEREAS, funding for such project shall be derived from G.8130.0200 Equipment/Infrastructure;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for electrical construction of the WWTP Administration Building Rehabilitation Project be and it hereby is awarded to E-J Electric Installation Co. in an amount not to exceed $254,254.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

Todd Venning
City Manager/CEO

CITY OF NEWBURGH

FINANCE DEPARTMENT
Bureau of Purchase and Supply
83 Broadway, Newburgh, New York 12550
(845) 569-7320 • www.cityofnewburgh-ny.gov

Todd Venning (CFO)
Director of Finance

Janice Gaston
City Comptroller

Robert VanVlack
City Purchasing Agent

Solicitation #7.24 Results

Electrical (Contract 2-E)

Invitation for Bids (IFB)
For
Wastewater Treatment Plant (WWTP) Admin Building Renovation

Opening: 11/7/2024 (11:00 to 11:30 a.m.) @ City Hall Council Chambers, 83 Broadway, Newburgh, NY

Attendees:

- Robert Van Vlack, City Purchasing Agent (Witness)
- Stephanie Hayden, Account Clerk (Recorder)
- Allison Spinelli, Engineering (Department Representative)

The bids below were received in compliance with the solicitation closing of 11:00 a.m. November 7, 2024.

Vendor	Receipt	Unofficial Total of Lump Sums Bid
RLJ ELECTRIC	11/7/2024 9:38 A.M.	$339,000.00
LBS ELECTRIC	11/7/2024 9:40 A.M.	$344,000.00
EJ ELECTRIC	11/7/2024 10:42 A.M.	254,254.00

BID FORM

City of Newburgh
Wastewater Treatment Plant (WWTP) Admin Building Renovation - Electrical Construction
(Contract 2-E)
Bid No. 7.24

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
2	October 29, 2024

Addendum No.	Addendum Date

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 reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to 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 Electrical Construction	$ 204,254

Item No.	**Allowances**	
2	Lump Sum Contingency Allowance	$ 50,000

Total of Lump Sums = Total Bid Price $ 254,254

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. Workers' Compensation Affidavit.

F. Iranian Energy Sector Divestment Form.

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:

BIDDER: [Indicate correct name of bidding entity]

E-J Electric Installation Co.

By: [Signature] 

[Printed name] Vice President

(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] Kimberly Tinelli

Title: Assistant Project Manager

Submittal Date: 11/7/2024

Address for giving notices:

5 Jeanne Dr Suite 1 Newburgh, NY 12550

Telephone Number: 718-786-9400

Fax Number:

Contact Name and e-mail address: Ross Olivieri

rolivieri@ej1899.com

Bidder's License No.: 766
(where applicable)

+ + END OF BID FORM + +

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 6 day of NOVEMBER 2009

Signature

Vice President
Title

E-J Electric Installation Co.
Company Name

Notary Public

RUDOLPH L BISNAUTH SR
Notary Public - State Of New York
NO. 01BI5016313
Qualified In Queens County
My Commission Expires

QUALIFICATIONS STATEMENT

Prepared by

EJCDC®

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE

AMERICAN SOCIETY OF CIVIL ENGINEERS

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www.acec.org

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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: E-J Electric Installation Co.

   Address: 46-41 Vernon Blvd Long Island City, NY 11101

2. **SUBMITTED TO:** City Comptroller

3. **SUBMITTED FOR:** Bid No.7.24 Contract 2-E

   Owner: City of Newburgh

   Project Name: Wastewater Treatment Plant Admin Building Renovation

   2 Renwick Street Newburgh, NY 12550

   TYPE OF WORK: Electrical

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: Ross Olivieri

   Title: General Manager

   Phone: 718-786-9400 ext. 642

   Email: rolivieri@ej1899.com

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5. **AFFILIATED COMPANIES:**

Name: None

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: NY

Date of Organization: Jan 15, 1912

Executive Officers:

- President: _____

- Vice President(s): _____

_____

_____

See Attached

- Treasurer: _____

- Secretary: _____

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☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate 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: _____

_____

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7. **LICENSING**

Jurisdiction: Orange County

Type of License: Electrical

License Number: 766

Jurisdiction: _____

Type of License: _____

License Number: _____

8. **CERTIFICATIONS**

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: None

Small Business Enterprise: _____

Other (_____): _____

9. **BONDING INFORMATION**

Bonding Company: Travelers Casualty and Surety Company of America

Address: One Tower Square, Hartford, CT 06183

Bonding Agent: Alliant Insurance Services, Inc.

Address: 333 Earle Ovington Blvd

#700, Uniondale, NY 11553

Contact Name: Thomas Bean

Phone: (516) 414 -8900

Aggregate Bonding Capacity: $1,500,000,000.00

Available Bonding Capacity as of date of this submittal: $750,000,000.00.

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10. FINANCIAL INFORMATION

Financial Institution: HSBC

Address: 66 Hudson Boulevard East

New York, NY 10001

Account Manager: Gareth A. Roberts

Phone: 631-752-4378

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS It is the policy of E-J Electric to provide a specific person financial information in a password protected file. Please provide a contact.

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 wwner'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.

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12. **SAFETY PROGRAM:**

Name of Contractor's Safety Officer: William Dayton

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. None

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. None

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	2020	EMR	.93
YEAR	2021	EMR	.86
YEAR	2022	EMR	.87
YEAR	2023	EMR	.88
YEAR	2024	EMR	.93

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

YEAR	2019	TRFR	1.44
YEAR	2020	TRFR	1.83
YEAR	2021	TRFR	1.91
YEAR	2022	TRFR	1.14
YEAR	2023	TRFR	1.06

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

YEAR	2019	TOTAL NUMBER OF MAN-HOURS	2,220,061
YEAR	2020	TOTAL NUMBER OF MAN-HOURS	2,076,972
YEAR	2021	TOTAL NUMBER OF MAN-HOURS	2,189,254
YEAR	2022	TOTAL NUMBER OF MAN-HOURS	2,804,792
YEAR	2023	TOTAL NUMBER OF MAN-HOURS	3,011,740

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	2019	DART	1.35
YEAR	2020	DART	1.44
YEAR	2021	DART	1.37
YEAR	2022	DART	.99
YEAR	2023	DART	.66

13. EQUIPMENT:

MAJOR EQUIPMENT:

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

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

NAME OF ORGANIZATION: E-J Electric Installation Co.

BY: Brendon Bergin

TITLE: Vice President

DATED: 11/6/24

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 6th DAY OF NOVEMBER 2024

NOTARY PUBLIC - STATE OF NEW YORK

MY COMMISSION EXPIRES: 05/09/2025

RUDOLPH L BISNAUTH SR
Notary Public - State Of New York
NO. 01BI5016313
Qualified In Queens County
My Commission Expires 05/09/2025

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.

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SCHEDULE A See Attached

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B See Attached

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
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B See Attached

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
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE See Attached

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

+ + END OF QUALIFICATIONS STATEMENT + +

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DOCUMENT 00 45 20
AFFIDAVIT - WORKERS' COMPENSATION

STATE OF:)
) SS:
County of:)

I, Brendon Bergin of the Town, Village, City of Newburgh

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 Brendon Bergin, an officer of the firm of E-J Electric Installation Co.

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

E-J Electric Installation Co.
Contractor Name

Subscribed and sworn to Mark W. Jackson *Name of Affiant* Assist Secretary *Title of Affiant*

M W J
Signature of Affiant (in blue ink)

before me this 6th day of November, 20 24

Affix Notary Seal or Stamp below

Notary Public of QUEENS

My commission expires: 08/09/2025

Notary Signature:

RUDOLPH L BISNAUTH SR
Notary Public - State Of New York
NO. 01BI5016313
Qualified In Queens County
My Commission Expires 08/09/2025

DOCUMENT 00 45 21

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: Brendon Bergin Title: Vice President

Signature:

Date: 11/6/2024 Company Name: E-J Electric Installation Co.

Subscribed and sworn to Mark W. Jackson Asst Secretary

Name of Affiant *Title of Affiant*

Signature of Affiant (in blue ink)

before me this 6th day of November, 2024

Affix Notary Seal or Stamp below

Notary Public of QUEENS

My commission expires: 08/09/2025

Notary Signature:

RUDOLPH L BISNAUTH SR
Notary Public - State Of New York
NO. 01BI5016313
Qualified In Queens County
My Commission Expires 08/09/2025

This Affidavit must be completed by all Bidders

Contractors Qualification Statement - Current Projects

E-J Electric Installation Co.

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Percent Complete	Start Date	Completion Date	Contact	Telephone #
TC MTA-S48010-QNS BLVD LINE EAST	MTA C&D	Lump Sum	N/A	Systra USA	$265,158,294	58%	Dec-2021	Mar-2026	Suseel Thomas	(917) 217-2182
mplain Hudson Power ress (CHPE) - Astoria - Rainey Cable (ARC)	NYS Energy Research & Development Agency	Lump Sum	Langan Energy & Transit Engineering	Sargent & Lundy	$171,173,297	14%	Feb-2023	Dec-2025	Robert Harrison	(646) 937-4140
C 270 Park Ave Core & Shell	JPMorgan Chase Bank, N.A.,	Lump Sum	AAI Architects/ Foster + Partners	Jaros Baum & Bolles (JB&B)	$141,939,747	83%	Nov-2021	Jul-2025	Matt Shiels	(917) 482-6617
BJV-BILLS STA-BRNH PWR&LGT	Highmark Stadium	Lump Sum	Populous	ME Engineers	$134,588,724	17%	Feb-2024	Jun-2026		
YU Langone Health-5th oor Fit-Out Orthopedic Center	NYU Langone Health	Trade Mgmt	WLJ Architecture & Engineering DPC Ewing Cole	Loring Consulting Engineers, Inc.	$105,099,191	17%	Jul-2022	Dec-2024	TBD	
AMAICA BUS DEPOT	MTA	Lump Sum	STV Inc.	STV Inc.	$94,706,712	7%	Jan-2023	Dec-2026	Jay Amendolare	(516) 523-4388
HUNT-JFK-T6/T7-C	JFK	Lump Sum	Corgan Associates Architects	Lilker Associates	$82,422,585	20%	Feb-2023	Dec-2027	Amelia Hu	(917) 526-2071
ON ED-2023 BRONX CONTRACT	Con Edison	T&M			$71,981,533	0%	Oct-2023			
FK New Terminal One icrogrid, BESS, Solar, & Fuel Cell Project	PANYNJ	Lump Sum	Gensler & Associates	Vanderweil Engineers	$68,876,267	34%	May-2022	Feb-2026	Keneil Fearon	(215) 608-7731
NYPA - NYCT EBUS ARGING DEPOTS-GUN HILL ROAD PHASE 1	New York Power Authority/MTA New York City Transit		STV Inc.	STV Inc.	$48,135,762	10%	Apr-2024	Apr-2026	Stu Culver	(843) 446-9958
TA-P-36718-Hester Street Substation and Village Substation Renewal	MTA New York City Transit Authority	Lump Sum			$45,790,000	0%	Feb-2024	Feb-2027		
Brooklyn- Empire Wind 1	Equinor	Lump Sum	Jacobs	Jacobs Engineering	$44,521,282	3%	Jul-2024	Mar-2026	A/P Department	(860) 349-8880
TA-AW73-SEC. INFRAST AMT&HLCT	MTA New York City Transit Authority	Lump Sum	Gannett Fleming		$40,500,000	6%	Jan-2024	Dec-2026		
OUTHLAND CONT-RFK BRDG-RK-19	MTA Bridges & Tunnels	Lump Sum	Parsons Brinkerhoff		$40,045,428	2%	Mar-2024	Mar-2028		

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Percent Complete	Start Date	Completion Date	Contact	Telephone #
ffic Signal Equipment	New York City Department of Transportation	T&M	N/A	N/A	$37,850,828	80%	Jul-2019	Aug-2021	Kaide LeBlanc	(212) 839-3137
c Signal Safety Projects	New York City Department of Transportation	T&M	N/A	N/A	$35,484,942	66%	Oct-2022		Kaide LeBlanc	(212) 839-3137
5719- 82nd, 13th and eeley St Switchgear Replacement	MTA C&D	Lump Sum	N/A	N/A	$35,110,000	19%	Mar-2023	Aug-2025	Charline Cox	(646) 252-6259
zon Fulfillment Center	Amazon	Lump Sum	N/A	N/A	$34,947,626	98%	Oct-2021	Nov-2023	TBD	
Hudson Bridge HH-36 Project	MTA Bridges & Tunnels	Lump Sum	AI Engineers	AI Engineers	$33,650,000	95%	Dec-2021	Apr-2024	Joe Keane	(646) 252-7088
&T DAS for the NRT Amtrak Tunnels	AMTRAK	Lump Sum	CBK Engineering	CBK Engineering	$33,049,436	67%	Mar-2022	Mar-2025	Matthew Ahearn	(914) 403-5568
NYP WESTCHESTER ACC-PART B	New York Presbyterian	Lump Sum	Cannon Design Architect	AKF Group (Liberty Street)	$32,173,139	8%	Jul-2024		GERALD STERN	(646) 739-9085
au - 5 Stations Flushing Line	MTA New York City Transit Authority	Lump Sum	MTA C&D	Jacobs Engineering	$31,046,344	24%	Dec-2022	Dec-2025	Robert Sammons	
NYCDOT MBTR535 stallation of Accessible Pedestrian Signals	New York City Department of Transportation	Lump Sum	N/A	N/A	$30,805,355	39%	Nov-2022	Jan-2023	Kaide LeBlanc	(212) 839-3137
NYPA - NYCT EBUS CHARGING DEPOTS AND AVENUE PHASE 2	New York Power Authority/MTA New York City Transit	Lump Sum	STV Inc.	STV Inc.	$29,919,238	0%	Dec-2023	Dec-2025	Stuart Culver	(843) 446-9958
NYCDOT Street Light Maintenance	New York City Department of Transportation	T&M	N/A	N/A	$25,700,000	40%	Jun-2019		Navneet Kumar	
36B/C - QMT Switchgear placement and Refueling Station	MTA C&D	Lump Sum	STV Inc.	N/A	$25,450,000	81%	Jul-2022	Feb-2025	Samson Rich	(646) 252-7751
SDOT-ITS IMPRVMNTS CROSS BRX	NYS Department of Transportation	Lump Sum			$25,410,000	0%	Oct-2024	Nov-2026		
QNS-2 Upgrades to Little k, Linden Place, and Park Drive East Pump Stations	NYC DEP	Lump Sum	Brown & Caldwell Associates	Brown & Caldwell Associates	$24,275,000	0%	Oct-2024	Dec-2027		
Aeroterm Bldg 260 C&S	JFK	Lump Sum	KSS Architects	Syska & Hennessy Group	$24,096,210	88%	Mar-2022	Aug-2024	Anthony Antoniou	(551) 404-8302
LL-NYP-SRVC BLDG PREPURCHASE	New York Presbyterian	Lump Sum			$23,760,941	1%	Jun-2023		Chris Dardis	(646) 529-1483

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Percent Complete	Start Date	Completion Date	Contact	Telephone #
Verizon Yonkers SAP MEC Building Expansion	Verizon	Lump Sum	GENESIS	MPP	$23,614,378	90%	Jun-2022	Dec-2024	Ben Pauline	(313) 969-1038
SUFFOLK-STH SHR UNIV HOSP C&S	Northwell Health	Lump Sum	WLJ/Ewing Cole	AKF Group	$20,932,018	43%	Feb-2023	Jan-2025	Julie Yun	(212) 746-9227
AECOM-270 PARK-DAS	JPMorgan Chase Bank, N.A.,	Lump Sum			$20,204,229	10%	Apr-2024			
Electric Boat Bldg 9C	General Dynamics	Lump Sum	N/A	NA	$19,234,356	96%	Jan-2023	Feb-2024	Michael Grindel	
P-36317- Construction of West 28th St Substation	MTA C&D	Lump Sum	N/A	Enovate	$17,981,585	17%	Oct-2022	Dec-2025	TBD	
TURNER-MICHIE STADIUM RENOV	U.S. Military Academy	Lump Sum	WLJ/Ewing Cole	WLJ/Ewing Cole	$15,483,000	1%	Nov-2023	Jun-2026	James Romagnolli	(917) 860-6508
Outfront Media Rolling Stock for the MTA	Outfront Media and MTA	T&M	N/A	N/A	$15,069,536	13%	Aug-2020		Ray Ribeiro	(516) 214-8112
Unionport Bridge Replacement	New York City Department of Transportation	Lump Sum	Hardesty & Hanover	Hardesty & Hanover	$13,849,417	75%	Jul-2017	Jun-2021	James Brady	(201) 867-2070
Mount Sinai 3 East 101st Medical Office Space Renovation	Mount Sinai Health Systems	Lump Sum	HOK	Syska & Hennessy Group	$12,366,595	99%	May-2022	Dec-2024	Eliza Horstman	(646) 385-6188
Turning Stone Resort Casino-Cresent Hotel	Oneida Indian Nation	Lump Sum			$10,962,500	0%	Jul-2024	Aug-2026	Darren Golden	(610) 649-0400
Turning Stone Resorts Casino Grand Expo Center	Oneida Indian Nation	Lump Sum			$9,743,500	0%	Sep-2024	Oct-2026	Margaret Wells, Hayner Hoyt	(315) 454-8204
DIMEO-RI DEPARTMENT OF HEALTH	Rhode Island Dept.of Health				$9,116,110	11%	Jun-2023			
LL-NYPSB-SRVC BLDG CORE&SHELL	New York Presbyterian	Lump Sum	Array Architects	AKF Group	$9,007,582	4%	Jan-2024		Justin Stegall	(347) 597-2062
GILBANE-RI-ROGERS HIGH SCHOOL	Newport Public Schools	Lump Sum	S/L/A/M Collaborative Inc.		$8,172,166	76%	Jun-2023	Sep-2024		
Aldi's Center Valley PA	ALDI's	Lump Sum	N/A	Bergmann Associates	$8,012,541	94%	May-2022	May-2024	Garrison Hurd	(336) 430-0590
Region 11 ITS Maintenance	New York State Department of Transportation	Lump Sum	N/A	N/A	$7,495,001	94%	Jan-2022	Jun-2024	Kevin Ledlon (EIC)	(646) 404-6941
Traffic Signal Upgrades	City of Syracuse	Lump Sum	N/A	N/A	$7,140,826	90%	Aug-2022	Dec-2024	TBD	(315) 448-8252

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Percent Complete	Start Date	Completion Date	Contact	Telephone #
MEO-RI-PC SCHOOL OF NURSING	Providence College	Lump Sum	S/L/A/M Collaborative Inc.		$7,004,045	97%	Aug-2023			
-NYPSB-SRVC BLDG4-5-6 FITOUT	New York Presbyterian	Lump Sum	Array Architects	AKF Group	$6,777,443	1%	Jan-2024		Chris Dardis	(646) 529-1483
BU 69kV Transformer and Switchgear Replacement	Stony Brook University	Lump Sum	Liro-Hill	Liro-Hill	$6,627,552	65%	Dec-2022	Dec-2026	Kevin Rooney	(631) 632-6222
National Grid Greenpoint NG- New Salt Water Pump House	National Grid	Lump Sum	N/A	N/A	$6,439,510	7%	Sep-2020	Jun-2024	Evelyn Betances	(646) 592-1950
SHAWMUT-BALDWIN ELEM SCHOOL	Elizabeth Baldwin School	Lump Sum	Johnathan Levi Architects and Torrado Architects		$6,013,000	11%	Nov-2023	Nov-2025		
Onondaga County Aquarium Project	ONONDAGA COUNTY DIVISION	Lump Sum			$5,939,000	0%	Jul-2024	Dec-2025	Karen Hajski	(315) 435-3458
DIMEO-RI-CLARKE SCIENCE ADD	Rhode Island College	Lump Sum			$5,426,964	15%	Nov-2023			
RI-QUONSET BIOCHAR PLANT	Quonset Soil Solutions LLC	Lump Sum			$5,400,000	25%	Jul-2024			
Rehab of Riverside Drive Viaduct	New York City Department of Transportation	Lump Sum	Henningson, Durham & Richardson (HDR)	N/A	$5,355,648	39%	Dec-2018	Dec-2022	Remo Enea	(516) 967-4734
Oneida Parking Garage	Oneida County Department of Public Works	Lump Sum	MARCH Associates Architects and Planners	MARCH Associates Architects and Planners	$5,241,935	96%	Jun-2022	Jun-2023	Matthew Lacey	(315) 733-3344
NYSDOT D264763 Traffic Signal Requirements Contract 40 in Nassau & Suffolk Counties	New York State Department of Transportation	Lump Sum	GPI	GPI	$4,999,000	81%	Sep-2022	Jan-2024	Zheng Zhang	(917) 648-4010
NYCDOT-TRAFFIC SIGNAL-D264995	New York City Department of Transportation	Lump Sum			$4,821,392	31%	Jul-2023			
LF DRISCOLL-MADISON AV-TRACING	Mount Sinai Health Systems	Lump Sum			$4,772,182	61%	Jul-2023	Dec-2023		
270 Park Ave Viaduct	JPMorgan Chase Bank, N.A.,	Lump Sum	Foster & Partners	Foster & Partners	$4,760,238	8%	Jun-2022	Aug-2025	Andy Montoni	(917) 299-4371
DIMEO-RI-DEPT HLTH - FIT OUT	Rhode Island Dept.of Health	Lump Sum			$4,646,806	34%				
Whitestone Bridge - Harbor Lights Project Early Work		Lump Sum			$4,427,170	0%	Apr-2018		Brendon McClaughlin	(914) 588-5946

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Percent Complete	Start Date	Completion Date	Contact	Telephone #
Eastbound L.I.E Mobility Improvement With Replacement of Oceania St. Bridge	New York State Department of Transportation	Lump Sum	M&J Engineering	M&J Engineering	$4,122,225	38%	May-2022	Oct-2024	Sebby Tritto	(732) 335-5700
COMNET-RI-AMAZON-TELECOM	Amazon				$4,119,092	0%	Nov-2023			
NUMC Holly Patterson Extended Care Facility Electrical System Upgrade	Nassau University Medical Center (NUMC)	Lump Sum	Wiedersum Associates Architects PLLC	Lizardos Engineering	$3,994,245	97%	Jan-2022	Jun-2024	Elana Jenkins	(516) 572-6720
Greenpoint LNG Tank 2 Heaters	LNG Facility	Lump Sum			$3,841,930	96%	Oct-2023		Jared Singer	(607) 232-0574
SANDTWOBR-S-009	New York City Department of Design & Construction	Lump Sum	New York City Department of Design & Construction	NYC Dept. of Design & Construction	$3,659,033	7%	Jan-2023	Dec-2023	Kenneth A. Durkin	
RESTANI-ASW JV-VN-81X-WIM SYST	MTA C&D	Lump Sum	N/A	N/A	$3,404,577	22%	Apr-2023	Apr-2025	Rafael Perez	(718) 461-6000
Borden Avenue Pump Station Upgrades	New York City Dept. of Environmental Protection	Lump Sum	URS	Hazen & Sawyer	$3,382,462	73%	Jun-2022	May-2024	Tribal Naharki	(516) 749-5709
GILBANE-RI Air National Guard - Headquarters Building	Rhode Island Air National Guard	Lump Sum	Vision III Architects		$3,346,020	7%	Nov-2023			
PANYNJ-LGA-IT MAINTENANCE	PANYNJ	Lump Sum			$3,255,000	12.9%	Jun-2022		Ryan Persaud	(347) 970-9229
BLOOM-FORDHAM FUEL CELLS	Fordham University	Lump Sum			$3,253,734	0%	Jul-2024	Jan-2025		
LL-211 STATION RD-ENDOSCOPY	NYU Langone Health	Lump Sum	Perkins Eastman Architects P.C.		$3,177,526	98%	Feb-2023	Feb-2024	Kelly Marrone	(929) 559-4575
HITACHI-CONED-637 W.49TH-GIS		Lump Sum			$3,165,152	0%	Feb-2024	May-2024		
OHVD Systems on Hutchinson River Pkwy	New York State Department of Transportation	Lump Sum			$3,122,000	26%	Jul-2022		Mary Beth Wallace	(845) 476-5180
ITS Belt Parkway - Traffic Control System Upgrade	New York City Department of Transportation	Lump Sum	N/A	N/A	$3,097,392	49%	Jun-2020	Aug-2023	Sharif Choundhry	(212) 839-4370
Fashion Institute of Technology Maintenance	Fashion Institute of Technology (FIT)	T&M	N/A	N/A	$3,000,000	Ongoing	Mar-2014		Allen King	(347) 236-7265
MONTANTE-DEWITT-AMAZON EV CHRG	Amazon	Lump Sum			$2,974,712	99%	Nov-2023		THOMAS J. WHEELER	(716) 876-8899

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Percent Complete	Start Date	Completion Date	Contact	Telephone #
Providence Viaduct	State of RI	Lump Sum	HNTB	PARE	$2,717,063	80%	Apr-2021	Sep-2023	Rob Rachiele	(401) 265-2733
Buffalo Bills Stadium-BP-05	NYS Empire State Development	Lump Sum	Populous		$2,701,418	0%	May-2023			
NYSTA-ANGOLA REST AREA	New York State Thruway Authority	Lump Sum			$2,653,298	60%	Dec-2021		Rich Mazella	(212) 708-6800
LL-NYP-RELOCATE UTILITY TUNNEL	New York Presbyterian	Lump Sum			$2,539,710	74%	Aug-2023		Richard Benini	(646) 210-1065
EW HOWELL-Rockaway Operational New Headquarters Building	New York City Dept. of Environmental Protection	Lump Sum	H3/Arquitectonica	Jacob Feinberg Katz & Michaeli	$2,536,000	9%	Nov-2023	Mar-2025	John Finemore	(516) 587-7506
NYSTA-MODENA 3A	New York State Thruway Authority	Lump Sum			$2,463,975	2%	Aug-2022		Rich Mazella	(212) 708-6800
NYSTA-ULSTER 2B	New York State Thruway Authority	Lump Sum			$2,427,757	91%	Aug-2022		Rich Mazella	(212) 708-6800
Boingo Penn Station-Head End Room	AMTRAK	Lump Sum	N/A	N/A	$2,328,045	99%	Jul-2022	Nov-2024	Mark Cusumano	(646) 261-3890
NYPA - NYCT EBUS CHARGING DEPOTS-KINGSBRIDGE PHASE 2	New York Power Authority/MTA New York City Transit	Lump Sum	STV Inc.	STV Inc.	$2,308,725	4%	Apr-2024	Apr-2026	Stu Culver	(843) 446-9958
BOND BRTHRS-NAT GRID MAINT BLD	National Grid	Lump Sum	WFC Architects	BL Companies	$2,249,499	23%	Jul-2023			
Brooklyn Bottling Primary Service Upgrade	Brooklyn Bottling of Milton NY Inc.	T&M	N/A	N/A	$2,227,555	96%	Sep-2022	Jun-2023	Alanna Miller	(917) 446-8500
LL-MSW-WINSTON-RENO RMS 7&8 FL	Mount Sinai Health Systems	Lump Sum	Francis Cauffman & Architects	Loring Consulting Engineers, Inc.	$2,216,279	66%	May-2023	Jun-2024	Chris Dardis	(646) 529-1483
ESA Grand Central Power to FSD	MTA New York City Transit Authority	T&M	GEC (WSP/STV/PARSONS TRIVRNTURE)	GEC (WSP/STV/PARSONS TRIVRNTURE)	$2,194,161	Ongoing	Jul-2019		Julio M. Henriquez- Ponce	(201) 375-7501
CAC-S.BATT PRK-PRK LGT-PCKGE 4	Hugh L. Carey Battery Park City Authority	Lump Sum	N/A	N/A	$2,140,000	17%	Jun-2023			
J.CIVETTA-270 PARK SITEWORK	JPMorgan Chase Bank, N.A.,	Lump Sum	Adamsom Associates	Severud Associates	$2,050,000	0%	Jan-2024		Matt Shiels	(917) 482-6617
VRH-SYR AIRPORT-NORTH CONCRSE	Syracuse Hancock International Airport	Lump Sum			$2,013,949	25%	Feb-2024			
LL-NYP-MHB-CATH LAB B RENO	New York Presbyterian	Lump Sum	Array Architects	Cosentini Associates	$1,944,015	14%	Apr-2024	Feb-2025	Gianfranco Sarrido	

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Percent Complete	Start Date	Completion Date	Contact	Telephone #
- MAJOR DEEGAN PWY - BRIDGE EPLACEMENT	New York State Department of Transportation	Lump Sum	New York State Department of Transportation	New York State Department of Transportation	$1,831,167	55%	Nov-2021	Nov-2024	George Tolli Jr.	(914) 490-4744
Chapel-Muhlenberg e Alarm Upgrade	Mount Sinai Health Systems	Lump Sum	Syska Hennessy	Syska & Hennessy Group	$1,816,739	31%	Jan-2020	Dec-2024	John Colasanti	(917) 574-8420
-C-26201 2ND AV SBWY PH2	MTA New York City Transit Authority				$1,758,670	20%	Mar-2024	Sep-2027		
NER-MSG-VAULT EPLCMT CONED	MSG	Lump Sum	ME Engineers	ME Engineers	$1,690,000	10%	Mar-2023	Oct-2024	David Yonks	(646) 385-3998
A-MOHAWK REST AREA	New York State Thruway Authority	Lump Sum			$1,671,638	34%	Dec-2021		Rich Mazzella	(212) 708-6800
CO-VA MENTAL HEALTH BLDG	US Dept. of Veterans Affairs	Lump Sum			$1,625,015	18%	Sep-2023			
RGE WASHINGTON BRIDGE - HABILITATION OF TER AVENUE AND EMOINE AVENUE BRIDGES	PANYNJ	Lump Sum	N/A	N/A	$1,597,560	16%	Jun-2023	Nov-2027	Steven Tringali	(212) 740-1415
SYLVANIA STATION FORM 8 WIRELESS & CELLULAR DAS	MTA LIRR	Lump Sum	Ross & Baruzzini	N/A	$1,585,792	0%	May-2024	Sep-2024	Joe Diaz-Boingo	(347) 885-5345
YP Lower Manhattan pital AHU Replacement	New York Presbyterian	Lump Sum	Carlton	WSP USA	$1,522,497	83%	May-2023	Oct-2024	Sarah Miller	(212) 321-6829
-NYP-Allen-Pav-Spk-Upgrade	New York Presbyterian	Lump Sum	Jeffrey Berman Architects	WSP USA	$1,513,356	10%	Jan-2023	Dec-2025	Jay Levy	(646) 483-0591
District Wide Energy erformance Contract oodlands Middle/High School	Greenburgh Central School District	Lump Sum	BBS Architects	RWE Clean Energy	$1,508,998	1%	Sep-2024	Jul-2025		
mont Park Underground	New York Racing Association	Lump Sum	Populous	ME Engineers	$1,503,000	0%	Aug-2024	Dec-2024		
STA-SLOATSBURG 3A Rest Area	New York State Thruway Authority	Lump Sum			$1,465,131	99%	Aug-2022		Rich Mazella	(212) 708-6800
&T DAS for ERT Amtrak Tunnels	AMTRAK	Lump Sum	CBK Engineering	CBK Engineering	$1,340,000	0%	Mar-2022	Mar-2025	TBD	
STA-PATTERSONVILLE AREA	New York State Thruway Authority	Lump Sum			$1,325,591	97%	Dec-2021		Rich Mazzella	(212) 708-6800
Ed Bronx - Removal and location TRF Equipment	Con Edison		N/A		$1,300,000	17%	Feb-2021		Joseph Delphine	(646) 739-1726

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Percent Complete	Start Date	Completion Date	Contact	Telephone #
NYULH-BKLYN-GENERATOR PROJECT	NYU Langone Health	Lump Sum		Jaros Baum & Bolles (JB&B)	$1,292,685	0%	Mar-2024	Apr-2024	Porsha Seecheung	(212) 263-6849
SOL-BRUCKNER BLVD-RDWY LGT	New York State Department of Transportation	Lump Sum	N/A	N/A	$1,280,000	79%	Apr-2023	Nov-2024	Ergys Myselim	(718) 392-8800
OGERS HIGH SCHOOL TELECOM	Providence Schools	Lump Sum			$1,268,100	0.3%	Sep-2023			
NYSTA-DEWITT REST AREA	New York State Thruway Authority	Lump Sum			$1,264,677	24%	Dec-2021		Rich Mazella	(212) 708-6800
AVENTURA-MTA-BREWSTER & HARMON	MTA C&D	Lump Sum	D&B Engineers & Architects	D&B Engineers & Architects	$1,259,706	49%	Feb-2023	Jun-2024	Greg Collins	(631) 654-0660
HPE-ASTORIA-PROJECT DEVELOP.	Champlain Hudson Power Express	T&M	N/A	Langan	$1,250,000	2%	Dec-2023		Roger Lemos	(774) 343-2475
NYSTA-ONTARIO REST AREA	New York State Thruway Authority	Lump Sum	N/A	N/A	$1,223,639	95%	Dec-2021		Rich Mazzella	(212) 708-6800
NYS Thruway Modena	New York State Thruway Authority	T&M			$1,211,910	2%	Jan-2023		Tony Clemente	(718) 309-9043
LL-NYPSB-SRVC BLDG LWR LVL FO	New York Presbyterian	Lump Sum	Array Architects	AKF Group	$1,209,699	0%	Jan-2024		Chris Dardis	(646) 529-1483
UNY Oneonta Replace U.G. Feeder - Phase I	DASNY	Lump Sum	Liro-Hill	Liro-Hill	$1,197,731	70%	Nov-2022	May-2025	Samantha Lord	(518) 320-1638
DB Washington Bridge Ph2	Rhode Island Dept. of Transportation	Lump Sum			$1,184,780	44%	Feb-2022		Dara Guimond	(781) 989-0085
J.CIVETTA-JFK-TRM6 LNDSDE TRFC	JFK	Lump Sum	Stantec	Stantec	$1,184,189	26%	Apr-2023			
LL-NYPSB-CHONY 4-5-6 FIT OUT	New York Presbyterian	Lump Sum	Array Architects	AKF Group	$1,170,700	8%	Jan-2024		Justin Stegall	(347) 597-2062
White Plains Hospital Medical Center New Inpatient Building	Montefiore Health System/White Plains Medical Cent	Trade Mgmt	Payette	Jaros Baum & Bolles (JB&B)	$1,136,000	47%	Apr-2024	Mar-2028	Brandon Morrison	(917) 716-3368
LL-NYPSB-SRVC BLDG CSPD FITOUT	New York Presbyterian	Lump Sum	Array Architects	AKF Group	$1,131,865	1%	Jan-2024		Justin Stegall	(347) 597-2062
LL-NYP-EYE BUILDING REMOVAL	New York Presbyterian	Lump Sum	Array Architects	AKF Group	$1,128,365	12%	Dec-2023		Chris Dardis	(646) 529-1483
BOUND-COHOES-AMAZON-DBU9-CHRG	Amazon	Lump Sum	Civil & Environmental Consultants of NY	Emanuelson-Podas Consulting Engineers	$1,113,398	7%	Jan-2024	May-2024	Michael Brothers	(917) 599-3001

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Percent Complete	Start Date	Completion Date	Contact	Telephone #
YULH-BKLYN-REPLACE SWBD-C	NYU Langone Health	Lump Sum			$1,099,189	25%	Sep-2023			
APW CSD Phase 3 Capital project	Altmar-Parish-Williamstown Central School District	Lump Sum			$1,081,000	0%	Dec-2024	Dec-2026	Lorraine Burrows	(315) 625-7952
NYP Lower Manhattan Hospital 5C RENO	New York Presbyterian	Lump Sum	Carlton	WSP USA	$1,045,297	80%	Apr-2023	Apr-2024	Ronald Hellman	(516) 829-9292
Double Pole Removal -- CT Eversource	Eversource Energy	T&M	N/A	N/A	$1,000,000	Ongoing	Dec-2020		Krista Stowell	(860) 665-2146
I-CE-GARDEN CITY-BEB CHRG STA	NICE (Nassau Inter-County Express)	Lump Sum	Gannett Fleming	Gannett Fleming	$999,699	75%	Oct-2023	Dec-2024		
JFK Traffic Maintenance	PANYNJ	T&M	N/A	PANYNJ	$996,365	50%	Oct-2018	Oct-2021	Michael LDI	(718) 244-3606
Navy Bldg 684- Coasters Harbor Island (CHI)	Asturian	Lump Sum			$990,863	59%	Dec-2021	Dec-2024	Accounts Payable	
HLYNCH-RI-PAVEMENT IMPROV-CHA	Rhode Island Dept. of Transportation	Lump Sum			$990,858	0%	Dec-2023			
Con Ed Fiber Optic Cable Maintenance & Repair	Con Edison	Lump Sum / NTE	N/A	N/A	$960,000	5.5%	Jul-2019	Jul-2022	Yevgeniya Solsand	(212) 460-1192
Roosevelt Avenue Bridge Rehabilitation	New York City Department of Transportation		N/A	New York City Department of Transportation	$935,710	78%	Mar-2015	Jun-2020	T. Olesczuk	(718) 446-7000
FORT MONTGOMERY ELEMENTARY SCHOOL RENOVATION	Highland Falls-Fort Montgomery Central School Dis	Lump Sum	Bernier, Carr & Associates	Bernier, Carr & Associates	$929,929	0%	Sep-2024	Oct-2025	Andrea Litwak	(607) 940-0199
North Syracuse School District	North Syracuse School District	Lump Sum			$925,000	0%	May-2002		Laura Fritz	(315) 218-2100
PC-TELECOM-SCHOOL OF NURSING	Providence College	Lump Sum			$900,991	25%	Jan-2024		Mark Rapoza	(401) 865-2064
C-S ENERGY-OSSINING-BESS INSTL	Town of Ossining	Lump Sum	KMB Design Group	KMB Design Group	$893,614	94%	Nov-2023	Jun-2024		
RICON-HSIP INTERSECTIONS 2023		Lump Sum			$867,512	68%	Aug-2023			
LF DRISCOLL-MS KP SWG PRE-PURC	Memorial Sloan Kettering Cancer Center	Lump Sum			$848,232	25%	Jun-2023		Marisa Kelly	(212) 251-9549
S/RI DOT-RI-ON-CALL TRAFC TO#1	Rhode Island Dept. of Transportation	Lump Sum			$839,006	0.9%	Aug-2023			

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Percent Complete	Start Date	Completion Date	Contact	Telephone #
AECOM-BELMONT-UNDRGROUND ELECTRIC	New York Racing Association	Lump Sum	Populous	ME Engineers	$830,000	0%	Aug-2024	Dec-2024		
LL-NYPSB-SRVC BLDG TEMP POWER	New York Presbyterian	Lump Sum	Array Architects	AKF Group	$816,866	0%	Jan-2024		Justin Stegall	(347) 597-2062
JR VINAGRO-RI-TOWER HILL ROAD	Rhode Island Dept. of Transportation	Lump Sum			$806,111	0%	Nov-2023			
JR VINAGRO-RI-ELECTRICAL WORK	Rhode Island Dept. of Transportation	Lump Sum			$802,216	0.1%	Dec-2023			
Henderson Bridge	Rhode Island Dept. of Transportation	Lump Sum	N/A	N/A	$786,354	93%	Oct-2021	Dec-2024	Jenn Cearan	(781) 364-0952
Northwell LIJ Hybrid OR 23	Long Island Jewish Medical Center	Lump Sum	McGuire Group	AKF Group (Liberty Street)	$767,341	10%	Jul-2024	Feb-2025		
C-S ENERGY-HAWTHORNE-BESS INST	VILLAGE OF HAWTHORNE	Lump Sum	KMB Design Group	KMB Design Group	$755,414	94%	Nov-2023	Jun-2024		
SORDONI-PFIZER-4500SF ADDITION	Pfizer	Lump Sum	Stantec	Stantec	$754,846	97%	Jul-2023	Jun-2024		
GUTH DCNZ-BX-GUN HILL BUS DPT	MTA New York City Transit Authority	Lump Sum			$750,000	0%	Jul-2024		STUART CULVER	(843) 446-9958
D'AMBRA-RI- ROUTE 7 CORRIDOR	Rhode Island Dept. of Transportation	Lump Sum			$727,927	1%	Jan-2024			
CS ENERGY-YORKTOWN-BESS INST	Town of Yorktown	Lump Sum	KMB Design Group	KMB Design Group	$717,781	93%	Nov-2023	Jun-2024		
WKS MARINE-SPUYTEN DUYVIL-SEQ		Lump Sum			$676,501	26.5%	Oct-2022			
Walmart-Oswego Lighting Retrofit	Walmart	Lump Sum			$672,186	70%	Jul-2024		Kirsten Golankiewicz	(914) 244-9100
RDSFE TRFC SYS-RI-6/10 INTRCHG	Rhode Island Dept. of Transportation	Lump Sum			$637,484	11.4%	Jun-2023			
Bitzer Service Redundancy	Bitzer Scroll, Inc.	Lump Sum			$620,245	0%	Sep-2024	Mar-2025	Roy Karleski	
STEAM High School	Syracuse City School District	Lump Sum			$619,200	0%	Sep-2024		Jeffrey Gottstein	(585) 924-4630
LL-NYP-MHB DOMESTC WTRTNK&PMP				OLA Consulting	$618,201	0%	Jun-2024	Apr-2025		
Rolex Watch USA, Inc Maintenance	Rolex Watch USA, Inc	T&M	N/A	N/A	$600,038	Ongoing	Jan-2021		Robert Kaden	(732) 489-2511

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Percent Complete	Start Date	Completion Date	Contact	Telephone #
YR AIRPORT-SOUTH CONCRSE	Syracuse Hancock International Airport	Lump Sum			$595,000	0%	Feb-2024			
OWELL-CPN-CONED VAULTS	Con Edison	Lump Sum			$590,000	0.4%	Nov-2023		John Finamore	(516) 587-7506
LYNCH-RI-RITBA NEWPORT TOLL	Rhode Island Turnpike and Bridge Authority	Lump Sum			$546,480	82%	Sep-2023			

Contractors Qualification Statement - Completed Projects

E-J Electric Installation Co.

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Start Date	Completion Date	Contact	Telephone #
R 3rd Track Expansion Project	MTA LIRR	Lump Sum	Stantec	Stantec	$293,780,282	Feb-2018	Feb-2023	Paul Atkins/Steven Leidner	(845) 735-3511
#7 Line Extension	MTA New York City Transit Authority	Lump Sum	Dattner Architect	Parsons & Brinckerhoff, Inc.	$145,195,578	Aug-2011	Feb-2019	Victor Paterno	(347) 386-5649
ction Power System for st Side Access Project	MTA Capital Construction	Lump Sum	GEC (PB, STV, Parsons)	GEC (PB, STV, Parsons)	$116,259,885	Mar-2014	Dec-2022	Joseph Mendola	(917) 617-3216
nhattan West Northeast Tower	Brookfield Properties	Lump Sum	Skidmore Owens & Merrill LLP (SOM)	Jaros Baum & Bolles (JB&B)	$112,772,624	Apr-2016	Aug-2020	Joe Capone	(212) 708-6800
cob Javits Convention Center Expansion	NYCCDC/Empire State Development	Design Build	TVS, Moody Nolan, WXY	MKA, Stantec, JB&B	$107,163,200	Jul-2017	Feb-2021	Sal Russo	(646) 756-1255
Atlantic Yards -Yard location Stages III & IV	Greenland Forest City Partners	Lump Sum	Kohn Pederson Fox Associates (KPF)	WSP USA	$103,794,210	Mar-2014	Oct-2020	Joseph Sheehan	(718) 353-9618
bilitation of the Tunnel & hattan Exit Plaza Queens Midtown Tunnel	Triborough Bridge and Tunnel Authority	Lump Sum	N/A	Parsons & Brinckerhoff, Inc.	$88,779,809	May-2015	Feb-2019	Elias Sadiq	(718) 554-2457
Street Station for Second Avenue Subway Station	MTA New York City Transit Authority	Lump Sum	DMJM-Harris-Arup JV	DMJM-Harris-Arup JV	$85,836,355	Jul-2012	Aug-2020	Joe Malandro	(212) 431-3993
w York Power Authority YPA) Sensor Deployment Program - Phase II	New York Power Authority	Lump Sum	SNC Lavalin	SNC Lavalin	$81,618,285	Sep-2018	Dec-2021	Ken Kristensen	(914) 255-4655
YU Langone Helen L.and Martin S. Kimmel Pavilion	NYU Langone Health	Lump Sum	Ennead Architects LLP	Jaros Baum & Bolles (JB&B)	$68,650,558	Apr-2014	Feb-2020	John Cizin	(646) 773-6852
ennsylvania Station Long Island Railroad (LIRR) enovation Phase II (33rd Street Concourse)/GE	MTA Construction Development/MTA LIRR	Lump Sum	Skidmore Owens & Merrill LLP (SOM)	AECOM	$65,921,525	Jun-2021	Jun-2023	John Sullivan	(917) 438-4500
ennsylvania Station Long Island Railroad (LIRR) Renovation Phase II (33rd Street Concourse)	MTA Construction Development/MTA LIRR	Lump Sum	Skidmore Owens & Merrill LLP (SOM)	AECOM	$65,921,525	Jun-2021	Jun-2023	John Sullivan	(917) 438-4500
One Vanderbilt - Core and Shell	SL Green Realty Corp.	Lump Sum	Kohn Pedersen Fox Associates (KPF)	Jaros Baum & Bolles (JB&B)	$64,375,925	Jan-2017	Aug-2020	Brian Vincentz	(646) 647-1084
DELTA Terminal 4-Concourse A	Delta Air Lines	Lump Sum	Gensler & Associates	ARUP	$54,176,886	Feb-2022	Dec-2023	TBD	

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Start Date	Completion Date	Contact	Telephone #
ronx/Manhattan-Traffic Signal Maintenance	New York City Department of Transportation	Lump Sum	N/A	New York City Department of Transportation	$50,001,832	Aug-2018	Jul-2020	Pete D'Amico	(212) 839-3322
oynihan Station Phase 2 Core & Shell	Vornado Realty Trust	Lump Sum	Skidmore Owens & Merrill LLP (SOM)	Jaros Baum & Bolles (JB&B)	$48,745,441	May-2017	Feb-2020	Sohil Patel	(201) 206-1915
YCDOT Traffic Signal laintenance Boroughs of Brooklyn and Manhattan	New York City Department of Transportation	Lump Sum	N/A	N/A	$48,276,826	Sep-2015	Jul-2019	Frank Caiazzo	(718) 786-4061
PV Valley Energy Center 650MW	Competitive Power Ventures (CPV)	Lump Sum	Burns and McDonnell/ECCO III	Burns and McDonnell/ECCO III	$48,184,438	Oct-2015	Apr-2019	Rosly Thomas	(914) 744-7976
th Bader Ginsburg Hospital	New York City Economic Development Corp.(NYCEDC)	Lump Sum	NBBJ	Bard, Rao & Athanas Consulting Engineers (BR+A)	$45,177,271	Jul-2019	Apr-2020	Oscar De La Rosa	(347) 556-2259
4 Power Global East River Energy Storage System	New York Power Authority /174 Power Global	Lump Sum	Sargent & Lundy	Sargent & Lundy	$43,024,010	Jan-2022	Feb-2024	Frank Kelly	(615) 975-9019
Street Light Maintenance - Bronx/ Manhattan	New York City Department of Transportation	Lump Sum	N/A	New York City Department of Transportation	$42,981,262	Jun-2019	Jun-2021	John Palmer	(917) 807-1527
Holland Tunnel	PANYNJ	Lump Sum	PANYNJ	PANYNJ	$38,270,372	Oct-2002	Aug-2020	Jim Moriarity	(718) 858-4800
Gilder Center for Science, Education, and Innovation - The American Museum of Natural History	American Museum of Natural History	Lump Sum	Davis Brody Bond	Buro Happold	$36,197,465	Feb-2020	Feb-2023	Bob Mackie	(917) 912-7112
LaGuardia Head House	LaGuardia Gateway Partners	Lump Sum	PB/HOK JV	WSP USA	$36,193,751	Jun-2017	Aug-2020	Jesus Zelaya	(347) 852-4298
4 Stations in Manhattan	MTA New York City Transit Authority	Design Build	Grimshaw	Henningson, Durham, & Richardson (HDR)	$34,054,535	Mar-2018	Aug-2020	Fatmir Kastrati	(917) 468-7859
Robert K. Kennedy (RFK) Bridge RK-66 Project	MTA Bridges & Tunnels	Design Build	AI Engineers	AI Engineers	$32,864,206	Nov-2019	Jan-2022	Neal George	(347) 913-2866
East Side Access Tunnels Project	Boingo Wireless, Inc. & MTA	Lump Sum	Macro	GEC (PB, STV, Parsons)	$32,776,415	Feb-2020	Jun-2024	Steve Venezia	(917) 485-0251
8 Stations Elevators	MTA New York City Transit Authority	Lump Sum	STV Inc.	STV Inc.	$32,135,032	Apr-2021	Nov-2023	Robert Sammons	(917) 417-2540
NYCDOT Street Light Maintenance Boroughs of Manhattan and the Bronx	New York City Department of Transportation	Lump Sum	N/A	New York City Department of Transportation	$31,500,258	Jul-2016	Jul-2019	Frank Caiazzo	(718) 786-4061
4 Stations in Queens	MTA New York City Transit Authority	Lump Sum	Grimshaw	AECOM	$29,785,336	Apr-2017	Feb-2020	Victor Paterno	(347) 386-5649

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Start Date	Completion Date	Contact	Telephone #
Rock U River Building Fit Out	Rockefeller University	Lump Sum	Rafeal Vinoly Architects	Bard, Rao & Athanas Consulting Engineers (BR+A)	$28,918,000	Oct-2016	Aug-2020	Curt Zegler	(212) 229-6193
Rehab of Tunnel Controls and Communications at QMT	MTA Bridges & Tunnels	Design Build	Gannett Fleming	Gannett Fleming	$28,569,961	Dec-2019	Jul-2021	Jeff Cass	(718) 349-4217
Stonybrook University- Alternative Care Facility	U.S. Army Corps of Engineers- USACE	Lump Sum	Perkins Eastman Architects P.C.	Jaros Baum & Bolles (JB&B)	$28,542,592	Mar-2020	Apr-2020	Rich Alvarez	(212) 229-6000
Life Cycle Replacement Code Systems - Phase 1 Jamaica & Myrtle Ave Lines	MTA New York City Transit Authority	Lump Sum	MTA New York City Transit Authority	MTA New York City Transit Authority	$28,019,854	Sep-2020	Sep-2022	Jamaal Gittens	(646) 252-6289
Traffic Signal Maintenance Manhattan	New York City Department of Transportation	Maintenance	N/A	N/A	$27,141,820	Sep-2018	Sep-2020	Pete D'Amico	(212) 839-3322
LGA Landside (Roadway Package)	PANYNJ	Lump Sum	PANYNJ	Parsons & Brinckerhoff, Inc.	$26,932,335	Oct-2017	May-2021	Kim Mand	(812) 480-3788
Safety Implementation Management Systems	New York City Department of Transportation	Lump Sum	N/A	New York City Department of Transportation	$26,310,504	Jul-2018	Jul-2021	Kate LeBlanc	(212) 839-3135
Perelman Performing Arts Center (PAC NYC)	Perelman Center of the Performing Arts Center	Lump Sum	REX, Davis Brody Bond	Jaros Baum & Bolles (JB&B)	$23,818,070	May-2019	Nov-2022	Joe Mizzi	(212) 232-2200
1 Deutsche Bank	Related Properties	Lump Sum	Gensler & Associates	AKF Group	$23,185,931	Nov-2019	Sep-2021	Rich Ryan	(917) 797-2628
Traffic Signal Maintenance Bronx	New York City Department of Transportation	Maintenance	N/A	N/A	$22,610,012	Aug-2018	Jul-2020	Pete D'Amico	(212) 839-3322
Eversource HDD Contract-CT	Eversource Energy	Lump Sum	N/A	N/A	$22,328,256	May-2018	Dec-2020	Richard Martin	(888) 544-4826
3 Stations on Sea Beach	MTA New York City Transit Authority	Lump Sum	MTA New York City Transit Authority	MTA New York City Transit Authority	$20,018,180	Feb-2015	May-2020	Riad Sukkarien	(347) 996-7632
NYCWiN- Wireless Internal Network	New York City Department of Transportation	Lump Sum	N/A	N/A	$19,130,197	Jul-2019	Jun-2020	George Hann	(609) 558-7264
The Frick Collection	The Frick Collection	Lump Sum	Beyer Blinder Belle	Kohler Ronan	$19,035,547	Jan-2021	Jan-2024	Charles Greenwald	(646) 369-3071
Jacob Javits Center - Transformer Building	New York Convention Center Development Corporation	Lump Sum	N/A	WSP USA	$19,009,338	Aug-2017	Aug-2020	Jonathan Doshna	(212) 708-6800
Delta LGA -Core & Shell	Delta Air Lines	Lump Sum	Gensler & Associates	Simpson Gumpertz & Heger Associates, Inc.	$18,913,120	Apr-2021	Jun-2024	Dana Jones	(929) 270-4536

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ISHMAN/JPMC-270 PARK-ESA RBLD	JPMorgan Chase Bank, N.A.,	Lump Sum	Foster & Partners	Foster & Partners	$18,908,586	Jul-2020	Apr-2021	Ed Musarskiy	(646) 771-2738
Renewal of Avenue Z Substation in the Borough of Brooklyn	MTA New York City Transit Authority	Lump Sum	N/A	MTA New York City Transit Authority	$18,487,280	Apr-2018	Sep-2021	Syed Abbas	(516) 262-9794
NYU Cogen Expansion	New York University	Lump Sum	N/A	Vanderweil Engineers	$18,188,324	Dec-2018	Aug-2021	Mike Maybaum	(347) 728-0622
Delta LGA Concourse E Core & Shell	Delta Air Lines	Lump Sum	Gensler & Associates	Burns and McDonnell	$18,123,936	Jul-2020	Mar-2022	Ryan Marzullo	(718) 490-5905
Brooklyn and Queens Overhead Distribution	Con Edison	Lump Sum	N/A	N/A	$17,242,759	Aug-2016	Jan-2020	David Blaut	(212) 460-6265
Design Build Smoke Detection/Fire Alarm at QMT & HLC Tunnel & Facilities	MTA Bridges & Tunnels	Design Build	AI Engineers	AI Engineers	$16,962,500	Dec-2018	Dec-2020	Jessica Perez	(718) 797-6055
JFK Redevelopment early action traffic systems (EATS) via work order	PANYNJ	T&M	Michael Baker Engineering Inc.	Michael Baker Engineering Inc.	$16,904,031	Jan-2021	May-2023	Keith Chan	(718) 244-3833
JFK Electrical Maintenance	PANYNJ	Lump Sum	N/A	PANYNJ	$16,192,959	Nov-2017	Aug-2020	Magdy Allam	(646) 410-2999
DEP 26 Ward WP-206	New York City Dept. of Environmental Protection	Lump Sum	N/A	Greeley and Hansen	$16,074,945	Dec-2015	Jun-2021	Wassem Dean	(718) 827-7048
Verizon Data Center - MEC Expansion	Verizon	Lump Sum	N/A	N/A	$15,769,087	Jun-2021	Jul-2023	Scott C. Harrison	(914) 708-6204
F&I TS Equipment Sandy	New York City Department of Transportation	T&M	N/A	New York City Department of Transportation	$15,035,725	Feb-2014	Jul-2020	Frank Calazzo	(718) 786-4061
CH058B Harold Structures-Catenary	MTA New York City Transit Authority	Lump Sum	N/A	N/A	$14,890,153	Sep-2021	Dec-2023	Frank Spinozza	(201) 206-0793
New Rose Hill Campus Center- Fordham University	Fordham University	Lump Sum	HLW International LLP	Cameron Engineering & Associates, LLP	$14,386,181	Jun-2020	Oct-2021	Daniel Roy	(917) 709-6929
Bronx Zoo Con Edison Switchgear Upgrade	New York City Department of Design & Construction	Lump Sum	Purcell Architects	Loring Consulting Engineers, Inc.	$13,884,472	Apr-2021	Apr-2024	Terry Moon	(646) 634-6472
Sag Corrector and Equipment Installation	Con Edison	Lump Sum	N/A	Con Edison	$13,757,992	Mar-2018	Mar-2019	Liviu Chivu	(917) 578-0811
Belmont Site B Garage	New York Arena Partners	Lump Sum	KSS Architects	Walker Consultants & Bohler Engineering	$13,375,027	May-2021	May-2022	Peter Mulhall	(519) 359-3041
Staten Island University Hospital Central Utility Plant	Northwell Health	Lump Sum			$12,147,813	Nov-2018	Feb-2021		

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Start Date	Completion Date	Contact	Telephone #
ket Valley Energy Center	Ethos Energy (Formerly Advanced Power)	Unit Price	Bechtel Corporation	Bechtel Corporation	$12,128,581	Jul-2017	May-2020	Hitesh Thakrar	(502) 221-6057
te P #7 Line Extension	MTA New York City Transit Authority	Lump Sum	Dattner Architect	Parsons & Brinckerhoff, Inc.	$11,922,165	Sep-2012	Aug-2020	Neil Dewitte	(516) 805-4001
eet Light Maintenance - Bronx	New York City Department of Transportation	Lump Sum	N/A	John Palmer	$11,887,454	Jun-2019	Oct-2019	John Palmer	(917) 807-1527
Hudson Yards - Plaza Landscape Overbuild	Related Companies	Lump Sum	Kohn Pedersen Fox Associates	Jaros Baum & Bolles (JB&B)	$11,659,007	Aug-2016	Aug-2020	Thomas Atela	(646) 565-4292
Vanderbilt P-10 Stair & Mobile Passageway	MTA New York City Transit Authority	Lump Sum	Stantec	Stantec	$11,447,095	Jul-2016	Aug-2020	James Ku	(347) 735-3511
MSKCC Generator & Paralleling Switchgear	Memorial Sloan Kettering Cancer Center	Lump Sum	Ennead Architects LLP	Jaros Baum & Bolles (JB&B)	$11,381,222	Jul-2017	Aug-2021	Thomas Drumm	(646) 210-7231
n River Casino Expansion	Bally's Corporation	Lump Sum			$11,232,220	Oct-2021	Apr-2023	Derek Sharp	(617) 652-9250
NYP Lower Manhattan ospital Emergency Power Separation	New York Presbyterian	Lump Sum	da Silva	Lizardos Engineering	$11,127,206	May-2016	Jun-2019	Christopher Dardis	(646) 529-1483
Central Park Phase 2	New York City Department of Transportation	Lump Sum	N/A	N/A	$11,046,890	Jul-2017	Aug-2024	Kevin Ledlon	(917) 584-7533
eorge Washington Bridge Ramp	PANYNJ	Lump Sum	PANYNJ	PANYNJ	$10,849,422	Apr-2018	Apr-2023	Brian Cimler	(718) 392-8800
YU Langone Health Joseph S. & Diane H. Steinberg Ambulatory Care Center Cobble Hill	NYU Langone Health	Lump Sum	Perkins Eastman	Syska & Hennessy Group	$10,714,083	Nov-2020	Aug-2022	David Martin	(610) 656-9490
Lehman College Nursing, Education Research and Practice Center	CUNY/DASNY	Lump Sum	Urbahn Architects PLLC +HKS	Vanderweil Engineers	$10,647,195	Nov-2019	Aug-2023	Jayne Czik	(631) 563-1110
Bank of New York Mellon Phase 2		Lump Sum			$10,321,228	Feb-2018	Jan-2019	Durim Dika	
Moynihan-Amtrak	Moynihan Train Hall Developer LLC	Lump Sum	FXCollaborative Architects LLP	WSP USA	$10,207,206	Aug-2019	Nov-2020	Erica Kearsing	(973) 417-8151
Spotify Phases 3 & 4	Silverstein Properties	Lump Sum	Interior Architects (IA)	AMA Consulting Engineers, PC	$10,046,600	Jul-2018	Feb-2019	Dave Hamilton	(212) 481-6100
49 Bridge Lighting	MTA Bridges & Tunnels	Lump Sum	WSP USA	WSP USA	$9,928,415	Oct-2019	Jan-2020	Al Berrios	(718) 554-2867

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Start Date	Completion Date	Contact	Telephone #
Central Hudson Primary Control Center	Central Hudson Gas & Electric	Lump Sum	Swartz Architecture, DPC	Gerard Associates Consulting Engineers	$9,804,277	May-2022	Nov-2023	Jeremy Smith	(413) 326-0685
URI School of Engineering	University of Rhode Island	Lump Sum			$9,652,000	Nov-2017	Sep-2020	Michael Bartomioli	
BNY Mellon	Bank of NY Mellon	Lump Sum	Gensler & Associates	Robert Derector Associates (RDA)	$9,415,715	Aug-2018	Aug-2019	Dave Hamilton	(212) 481-6100
TS Maintenance & Repair	New York City Department of Transportation	Lump Sum	N/A	N/A	$9,294,594	Feb-2016	Aug-2020	Kevin Ledlon	(917) 584-7533
URI Brookside Apartments	University of Rhode Island	Lump Sum			$9,100,000	Jan-2018	Oct-2020	Chad Hawksley	
Throgs Neck Bridge - Dehumidification System	Triborough Bridge and Tunnel Authority	Lump Sum	Weidlinger Associates	Triborough Bridge and Tunnel Authority	$9,062,563	Nov-2015	Aug-2020	Benjamin Bateman	(201) 798-2027
Sidley Austin	Sidley Austin	Lump Sum	Gensler & Associates	CFS Engineering	$8,933,056	Jun-2018	Dec-2020	Randy Goodman	(212) 251-9407
211 Station Rd. Renovation	NYU Langone Health	Lump Sum`	Perkins Eastman Architects P.C.	Syska & Hennessy Group	$8,932,295	Aug-2021	Jun-2023	Gregory Kochoumian	(646) 243-7790
Mount Sinai St. Lukes Tenant Fire Alarm Project	Mount Sinai Health Systems	T&M	N/A	N/A	$8,899,702	Nov-2018	Jun-2023	Robert O'Donnell	(914) 230-6093
Mount Sinai St. Lukes Energy Project	Mount Sinai Health Systems	Lump Sum	Francis Cauffman & Architects	Syska & Hennessy Group	$8,789,642	Jan-2017	Feb-2020	Stephen Monez	(646) 605-4982
Richmond University Medical Center Cogen	Richmond University Medical Center	Lump Sum	Cannon Design Architect	R.G. Vanderweil Engineers P.C.	$8,768,515	Feb-2020	Jun-2023	Charles Parisi	(718) 818-3957
Twin River Casino	Twin River LLC	Lump Sum	N/A	N/A	$8,268,660	Oct-2021	Oct-2022		
TISHMAN FEDERAL RESERVE	Federal Reserve Bank of NY	Lump Sum	Mancini Duffy	Jaros Baum & Bolles (JB&B)	$7,841,675	Jun-2021	Aug-2022	William S. Mandara	
Real Time Passenger Information Signs	New York City Department of Transportation	Lump Sum	N/A	New York City Department of Transportation	$7,758,780	May-2016	Jul-2019	Frank Caiazzo	(212) 839-3137
Smart Meter Installation	Con Edison	T&M	N/A	N/A	$7,174,349	Oct-2019	Dec-2020	Ben Choi	(917) 709-6802
5 Borough Street Light Requirements	New York City Department of Transportation	Unit Price	N/A	New York City Department of Transportation	$7,027,290	Apr-2017	Aug-2020	Kate LeBlanc	(212) 839-3135
Cricket Valley - 345kV GIS Building	Advanced Power	Lump Sum	Bechtel Corporation	Bechtel Corporation	$7,000,000	Mar-2019	Jan-2020	Hitesh Thakrar	(502) 221-6057

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ITS Maintenance	New York City Department of Transportation	Lump Sum	N/A	N/A	$6,995,791	Nov-2019	Mar-2022	Kevin Ledlon	(646) 404-6941
ount Sinai Union Square Fire Alarm Replacement	Mount Sinai Health Systems	Lump Sum	Studio A+T Architects & Planners	Syska & Hennessy Group	$6,889,771	Jan-2022	Dec-2023	Shella Cadet-Thompson	(646) 385-5922
rsource HDD Contract-MA	Eversource Energy	Lump Sum	N/A	N/A	$6,611,209	May-2018	Nov-2020	Donald McCabe	(888) 544-4826
NYU Langone Hospital ooklyn - Emergency Power Separation Project	LS Power	Lump Sum	Ennead Architects LLP	Jaros Baum & Bolles (JB&B)	$6,610,242	Apr-2019	Aug-2020	Daniel McLean	(347) 530-5570
ount Sinai West Generator Project	Mount Sinai Health Systems	Trade Mgmt	Perkins Eastman Architects P.C.	AKF Group	$6,456,156	Jun-2017	Feb-2019	Tom Drumm	(646) 210-7231
ooklyn Bridge Rehabilitation	New York City Department of Transportation	Lump Sum	N/A	N/A	$6,409,789	Jul-2019	Dec-2022	Jorge Silva	(718) 554-2300
urnish & Install Accessible Pedestrian Signals	New York City Department of Transportation	Unit Price	N/A	N/A	$6,402,313	Oct-2016	Aug-2019	Frank Caiazzo	(212) 839-3135
M14B ESA Control Wiring	MTA Capital Construction	Lump Sum	N/A	N/A	$6,157,723	May-2020	Jun-2021	Philip C. Semler	(718) 391-4730
Bronx Approach Roadway Civil Improvements at The ronx Whitestone Bridge and Throgs Neck Bridge	MTA Bridges & Tunnels	Unit Price	N/A	HNTB	$5,798,889	Jan-2019	Dec-2020	Tomasz Bartosiewicz	(718) 715-9875
Gilboa Dam	New York City Dept. of Environmental Protection	Lump Sum	Gannet Fleming/Hazen & Sawyer	Gannett Fleming/Hazen & Sawyer	$5,788,786	Dec-2015	Nov-2020	Kent Vest	(817) 293-4263
WTC Campus Security	PANYNJ	Lump Sum	N/A	PANYNJ	$5,752,030	Oct-2013	Dec-2019	Frank Lombardi	(212) 435-7449
Hunts Point Interstate Access Improvements	New York State Department of Transportation	Lump Sum	New York State Department of Transportation	New York State Department of Transportation	$5,666,797	Oct-2020	Mar-2023	Pat Sam-Zee-Moi	(914) 403-3426
Northwestern Mutual Fitout Project	Brookfield Properties	Lump Sum	Spector Group	N/A	$5,482,576	Jul-2020	Dec-2022	Tom Bloomfield	(212) 840-7220
52 Hanover St	New York City Housing Authority	Lump Sum	Purcell Architects	A&J Consulting Engineers, PC	$5,399,718	Jan-2018	Nov-2020	Nadeem Zerriny	(718) 388-5500
LNG Vaporizers	National Grid	Lump Sum	N/A	CHA	$5,325,779	Dec-2018	Aug-2020	Connor LaRocca	(812) 582-9024

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Parks & Highways	New York City Department of Transportation	Lump Sum	N/A	New York City Department of Transportation	$5,207,098	Nov-2016	Feb-2020	Kate LeBlanc	(212) 839-3135
Manhattan West Southeast Tower	Brookfield Properties	Lump Sum	Skidmore Owens & Merrill LLP (SOM)	Jaros Baum & Bolles (JB&B)	$5,190,619	Aug-2017	Feb-2020	Kevin Cahill	(646) 772-4345
NY Proton Center	Mount Sinai Health Systems	Lump Sum	VOA Architecture	Bard, Rao & Athanas Consulting Engineers (BR+A)	$5,126,604	Apr-2017	Jun-2020	Katherine McHenry	(443) 608-6367
NYC Health + Hospitals enters of Excellence Bronx COVID Build-Out	NYC Health & Hospitals/ NYC DDC	T&M	Perkins Eastman Architects P.C.	JFK&M Engineers	$4,912,328	May-2020	Sep-2021	Tim Carey	(212) 312-1600
Boingo Penn Station	AMTRAK	Lump Sum	N/A	N/A	$4,819,279	Mar-2022	Dec-2023	Mark Cusumano	(646) 261-3890
ehabilitation of Electrical & Mechanical Systems of Madison Ave Bridge	New York City Department of Transportation	Lump Sum	Parsons Brinkerhoff	N/A	$4,699,515	May-2018	Aug-2021	David Sharpe	(732) 310-7773
Colgate Olin Hall	Colgate University	Lump Sum	Robert A.M Stern Architects	Robert A.M Stern Architects	$4,620,958	Apr-2022	Dec-2023	Nick Optis	(315) 423-0015
Project Orange - Amazon DBUX2" Distribution Center	Magnum Properties	Lump Sum	N/A	C&S Companies	$4,594,869	Aug-2020	May-2021	Thomas J. Wheeler	(716) 289-4906
Providence College Shanley Hall	Providence College	Lump Sum			$4,588,429	May-2022	Sep-2023	TBD	
& Franklin Shuttle Elevators	MTA New York City Transit Authority	Lump Sum	MTA New York City Transit Authority	MTA New York City Transit Authority	$4,532,622	Nov-2019	Jun-2021	George Siderakis	(917) 577-0374
Iohawk Valley Health System	Mohawk Valley Health System	Lump Sum	N/A	N/A	$4,379,090	Dec-2021	Nov-2023	Matthew Smith	(716) 913-2093
Langone Hospital Brooklyn - Cogeneration Plant Upgrade Electrical Work NYU	NYU Langone Health	Lump Sum	N/A	R.G. Vanderweil Engineers P.C.	$4,259,734	Apr-2019	Dec-2021	Daniel McLean	(347) 530-5570
ALOFT HOTEL	Marriott International				$4,157,076	Apr-2021	Jan-2022		
Spring Creek Towers 10MW Generation	Brookville	Lump Sum	N/A	Kupper Engineering	$4,103,571	Sep-2019	Aug-2023	David Levine	(646) 294-1856
YULH Brooklyn Chiller Plant	NYU Langone Health	Lump Sum	Ennead Architects LLP	Jaros Baum & Bolles (JB&B)	$4,057,590	Oct-2021	Jul-2022	Benjamin Chan	(646) 628-2227
ATC Controls for 270 Park Ave.	JPMorgan Chase Bank, N.A.,	Lump Sum	Beyer Blinder Belle	Syska & Hennessy Group	$4,056,761	Aug-2020	May-2022	Arnel Mendoza	(718) 821-1166
JMA Tech 5G Campus	JMA Wireless		N/A	N/A	$3,953,479	Feb-2021	Dec-2021		

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Bridge Rehabilitation	New York City Department of Transportation	Lump Sum	HNTB	HNTB	$3,921,757	Jan-2015	May-2020	Steven Koch	(908) 723-4355
The Vessel Phase 2	Related Companies	T&M	Kohn Pedersen Fox Associates	Jaros Baum & Bolles (JB&B)	$3,872,357	Apr-2016	Feb-2020	Doug Troast	(201) 315-5839
NYU Langone Medical Center HCC Building Sub Cellar	NYU Langone Health	Lump Sum	Francis Cauffman & Architects	Jaros Baum & Bolles (JB&B)	$3,739,196	Nov-2016	Jun-2020	Brian Marman	(646) 927-5373
NYSTA- Ardsley Rest Stop	New York State Thruway Authority	Lump Sum			$3,689,458	Aug-2022	Apr-2023		
CUMC MRI Expansion	Columbia University Medical Center	Lump Sum	Jeffrey Berman Architect	AKF Group	$3,572,978	Aug-2018	Dec-2019	Suan Radin	(646) 772-4435
Outfront Media - Digital Media	Outfront Media	Lump Sum	N/A	AECOM	$3,539,305	Jun-2018	Nov-2019	Rich Redmond	(917) 284-1565
Narducci Learning Center	Providence Schools	Lump Sum	Perkins Eastman Architects P.C.	Perkins Eastman	$3,526,089	Jun-2022	Jun-2023	Jason McBee	
Providence College Science Phases 3-5	Providence College	Lump Sum	S/L/A/M Collaborative Inc.	Sterling Engineers	$3,420,676	May-2021	Sep-2022	Rudy Branca	(401) 265-2729
American Securities	American Securities	Lump Sum	HLW International LLP	Robert Derector Associates (RDA)	$3,419,568	Apr-2020	Oct-2020	Edna Crowley	(212) 682-1789
FIT Installation New Generator & Distribution Dorm	Fashion Institute of Technology (FIT)	Lump Sum	MJM Architects	Kallen & Lemlson, LLP (K&L)	$3,341,525	Nov-2015	Dec-2019	George Jefremon	(212) 217-4423
Aldi Inc. Tully Division	ALDI's	Lump Sum	A M King	A M King	$3,334,295	Jul-2022	Jul-2023	Daniel Kinard	(318) 518-7701
NYC DOT-Illumination & Distribution System (Parks, Highways & Boardwalks)	New York City Department of Transportation	Lump Sum	N/A	N/A	$3,240,846	Aug-2019	Aug-2021	NYC DOT	(718) 392-3928
Javits Solar Array	Empire State Development Corporation	Lump Sum	Di Domenico & Partners	WSP USA	$3,238,466	Dec-2021	Jan-2024	Shane Orf	(573) 703-6937
NYSTA-New Baltimore Site	New York State Thruway Authority	T&M			$3,220,247	Aug-2021	Dec-2021		
Pawtucket Bridge Lighting & Strike Detection	Rhode Island Dept. of Transportation	Lump Sum	N/A	N/A	$3,203,546	Nov-2022	Dec-2023	TBD	(401) 222-3260
NYS Thruway Plattekill	New York State Thruway Authority	T&M			$3,177,548	Aug-2022	Feb-2023	Elizabeth Orsinger	
West Thames Pedestrian Bridge	New York City Economic Development Corp.(NYCEDC)		WXY	Weidlinger Associates, Inc.	$3,128,428	Jul-2016	Jul-2020	Cesar Casas	(201) 396-4046

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lewtown Creek WWTP igester Gas Conditioning	National Grid	Lump Sum	AECOM	AECOM	$3,010,350	Mar-2018	May-2020	James Buchok	(212) 377-8693
klyn Navy Yard Bus Duct Replacement	Boston Properties	Lump Sum	Jaros Baum & Bolles (JB&B)	Jaros Baum & Bolles (JB&B)	$3,007,520	Nov-2021	Jul-2023	Patrick Cooper	
Grand Central Station Stairway & Mobile Passageway Lighting	MTA New York City Transit Authority	Lump Sum	Stantec	Stantec	$3,000,000	Mar-2017	Apr-2020	James Ku	(845) 735-3511
fective Pole Replacements 2018	Eversource Energy	T&M	N/A	N/A	$3,000,000	Jul-2018	Feb-2019	Branden Reid	(860) 728-4822
oynihan St Phase 3 Temp	Moynihan Train Hall Developer LLC	Lump Sum	Skidmore Owens & Merrill LLP (SOM)	Jaros Baum & Bolles (JB&B)	$2,934,706	Jan-2018	Jul-2020	Lawrence Murphy	(971) 939-4656
enry Winters Elementary School	City of Pawtucket, RI School Department	Lump Sum	S/L/A/M Collaborative Inc.	CES Consulting Enigeering Services, Inc	$2,910,551	Apr-2021	Aug-2022	Rich Tocco	(401) 265-0446
mazon DYX2 Warehouse	Matrix Global	Lump Sum	Progressive AE	Progressive AE	$2,908,619	Aug-2020	Oct-2020	Dan McLean	(347) 530-5570
Arthur Kill Power Plant 3.8kV Upgrade Phases 2-5	NRG Energy, Inc	Lump Sum	N/A	N/A	$2,819,556	Feb-2021	Apr-2022	Cheryl Nemeth	(718) 887-4448
U Langone Medical Center Courtyards	NYU Langone Health	Lump Sum	Jack L. Gordon	Jaros Baum & Bolles (JB&B)	$2,801,644	Dec-2017	Aug-2020	Omur Ehliz	(646) 879-2170
Rondout CSD Capital Improvements Phase 3	Rondout Valley Central School District	Lump Sum	CPL Team	CPL Team	$2,778,255	Dec-2021	Oct-2022	Heather Milne Ross	(845) 868-1239
1 Penn Plaza - Wellness & Conference Center Fit Out	Vornado Realty Trust	Lump Sum	Architecture Plus Information	AMA Consulting Engineers, PC	$2,745,000	Nov-2020	May-2021	Ryan Arcadia	(646) 284-8295
reenpoint LNG Truck Station		Lump Sum	CHI Engineering	CHI Engineering	$2,666,914	Jan-2021	Mar-2022	A/P Department	(860) 349-8880
ace University Renovation, Floors 4-6	Pace University	Lump Sum	Cannon Design Architect	JFK&M Engineers	$2,587,219	Mar-2020	Jul-2021	Joe Boyle	(212) 920-8961
Mount Sinai West 10th venue 11th floor Renovations	Mount Sinai Health Systems	Lump Sum	Henningson, Durham & Richardson	Syska & Hennessy Group	$2,554,269	Oct-2019	Feb-2021	Charles Canepa	(631) 357-2540
UPS's for Con Ed/NYCT	MTA New York City Transit Authority	T&M	MTA New York City Transit Authority	MTA New York City Transit Authority	$2,500,000	Sep-2017	Feb-2019	Gennaro Soriano	(212) 460-4253
MTA-LIRR Fitout	Skanska	Lump Sum	AECOM	AECOM	$2,499,141	Dec-2019	Dec-2020	Jorge Paivia	(646) 630-5295
GFM-534 WO1 - Gill Hoges Bridge	Triborough Bridge and Tunnel Authority	Lump Sum	Dewberry Engineer	Dewberry Engineer	$2,446,710	May-2021	Apr-2024	Kapeel Singh	(718) 300-1184
SSL- Energy Project - Boiler Plant	Mount Sinai Health Systems	T&M	Francis Cauffman & Architects	Syska & Hennessy Group	$2,344,591	Dec-2016	Aug-2020	Steve Monez	(347) 672-5062

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Emergency Bus Duct Repair	Jack Resnick & Sons		N/A	N/A	$2,313,950	Jun-2020	Mar-2022	Nick Fusco	(212) 541-9690
OUTFRONT Package B2	Outfront Media	Lump Sum	N/A	AECOM	$2,247,777	Sep-2021	Nov-2021	Brian Faw	(212) 844-9454
South Field Power Plant	South Field Energy (Advanced Power)	T&M	Bechtel Corporation	Bechtel Corporation	$2,179,911	Jun-2021	Oct-2021	Hitesh Thakrar	(502) 221-6057
NYULH Tisch SIM MRI	NYU Langone Health	Lump Sum	Ewing Cole	Jaros Baum & Bolles (JB&B)	$2,161,190	Oct-2021	Feb-2022	Jorge Pava	(646) 630-5295
PWC Interior Refresh Phase II	PriceWaterhouse Coopers	Lump Sum	Vocon	AKF Group	$2,159,950	Aug-2018	May-2019	Lisa Hickerson	(212) 229-6000
NY GREENFIELD AVON SOLAR	NEXTERA ENERGY	T&M		REVAMP Engineering, Inc.	$2,150,000	Mar-2022	May-2022	Oscar Vera	(718) 309-9043
Barclays Battery Energy Storage	Barclays Arena	Lump Sum	AECOM	I.M. Robbins	$2,121,734	Aug-2019	Jul-2020	Andy Allbee	(347) 613-5746
Decorative Street Lighting in the City of New York	New York City Department of Transportation	Lump Sum	N/A	New York City Department of Transportation	$2,088,119	Aug-2017	Aug-2020	Kate LeBlanc	(212) 839-3135
George Washington Bridge - Rehabilitation of Center Ave. & Lemoine Ave. Bridges	PANYNJ	Design Build	N/A	PANYNJ	$2,057,645	Feb-2019	Jul-2021	Ed Schulter	(646) 523-9875
NYSTA- Warner Rest Area	New York State Thruway Authority	Lump Sum			$2,047,717	Dec-2021	Feb-2024	Rich Mazella	(212) 708-6800
HRCG NYPQ CCU NORTH-7th & 8th Floors	New York Presbyterian Queens	T&M			$2,028,561	Oct-2022	Dec-2022	Sarah Miller	(646) 745-6038
NY Aquarium Restoration Project	New York City Economic Development Corp.(NYCEDC)	Lump Sum	Di Domenico & Partners	Lizardos Engineering	$2,017,230	Oct-2021	Mar-2024	Ron Speicher	(646) 721-2013
Amtrak 27.5kV Circuit Breaker Replacement	AMTRAK	Lump Sum	AMTRAK	AMTRAK	$2,012,142	Oct-2020	Sep-2021	Anish Vika Talathi	(212) 630-7889
Sensor Deployment- Phase 2	New York Power Authority	T&M	N/A	SNC Lavalin	$2,000,000	Sep-2018	Feb-2021	Anil James	(914) 287-3047
Con Ed 49th St VV GIS Vault #3 Retrofit	Con Edison	Lump Sum	ABB	ABB	$1,996,746	Jan-2023	Mar-2024	Larry Gottesman	(609) 243-7550
HITACHI-138KV GIS VLT#4 RTROFT	Hitachi	Lump Sum	N/A	N/A	$1,988,074	Oct-2023	Feb-2024		
Digital Media -19Q3	MTA New York City Transit Authority	Lump Sum	N/A	AECOM	$1,960,928	May-2019	Jul-2020	Brian Faw	(212) 844-9454

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Spring Creek Commissioning	BSC OWNER LLC	Lump Sum	Kupper	Kupper Engineering	$1,951,140	Mar-2020	Aug-2023	Vincent Espos	(914) 621-1754
FIT- Fire Alarm Upgrade	Fashion Institute of Technology (FIT)	Lump Sum	David Smotrich & Partners LLP (DSP)	Kallen & Lemlson, LLP (K&L)	$1,932,936	Apr-2018	Aug-2020	Nick Delfico	(914) 769-8900
NYSTA Chittenango 2	New York State Thruway Authority	Lump Sum	N/A	N/A	$1,927,776	Jul-2021	Jun-2023	Rich Mazzella	(212) 708-6800
FIT Chiller Switchgear Upgrade	Fashion Institute of Technology (FIT)	Lump Sum	DSP & Partners	Kallen & Lemlson, LLP (K&L)	$1,886,989	Apr-2019	May-2020	George Jefremow	(212) 247-4423
Furn, Inst & Remove Equipment in Connection with Decorative Lighting in Manhattan	New York City Department of Transportation	Lump Sum	N/A	New York City Department of Transportation	$1,867,672	Feb-2016	Aug-2019	Frank Caiazzo	(212) 839-3137
Global Foundries Chip Plant	Global Foundries, Inc.	Lump Sum	N/A	N/A	$1,863,513	Jan-2022	Sep-2022	Pamela Nelson	(207) 874-2323
Pier 35- Power @ Park Plaza	New York City Economic Development Corp.(NYCEDC)	Lump Sum	SHoP Architects	Frankfurt Arup	$1,857,360	Nov-2016	Aug-2020	Mishel Mako	(212) 699-4816
NYSTA - Oneida Rest Area	New York State Thruway Authority	Lump Sum			$1,832,219	Dec-2021	Feb-2024	Rich Mazzella	(212) 708-6800
BOUND-DYY3 Amazon Woodmere- JFK Logistics Center	Amazon	Lump Sum	Gensler & Associates	Syska & Hennessy Group	$1,826,817	Nov-2021	Mar-2023		
Ramp Reconfiguration of I-95 & Pelham Parkway	New York State Department of Transportation	Lump Sum	N/A	N/A	$1,813,116	Feb-2022	Feb-2024	Kevin Lynch	(973) 945-2326
Superior Metals - CPP	CPP	Lump Sum		Ray Fogg Building Methods, Inc.	$1,786,368	Jan-2021	Mar-2022	Mr. Richard Neiden P.E.	(216) 789-4185
Gansevoort Park Peninsula	Hudson River Park Trust	Lump Sum	N Architects	KS Engineers	$1,779,050	Jun-2021	Jun-2023	Tom Adams	(917) 661-8780
Beck TV- Citifield AV	Citi Field	Lump Sum	N/A	N/A	$1,764,402	Sep-2021	Dec-2021	Matt Weiss	(512) 271-6818
Boingo Wireless Commercial DAS/WLAN Deployment- GCT Head End	East Side Access (ESA)	Lump Sum	DLB Associates	Tectonic Engineering	$1,754,304	Mar-2020	Oct-2022	Mark Cusumano	
Con Ed Fiber Splicing	Con Edison	Lump Sum	N/A	Con Edison	$1,752,263	Sep-2015	Jan-2020	Yevgeniya Solsand	(212) 460-1192
Digital Media-19Q2	MTA New York City Transit Authority	Lump Sum	N/A	AECOM	$1,739,458	Mar-2019	Jul-2020	Brian Faw	(212) 844-9454

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er 26-Hudson River Park	Hudson River Park Trust	Lump Sum	OLIN	Wesler-Cohen Associates	$1,698,577	Feb-2019	Jul-2021	Keith Neuscheler	(718) 753-0232
Mast Arm Support Signs	New York City Department of Transportation		N/A	N/A	$1,658,394	Nov-2016	May-2020	Rui Costa	(718) 392-3928
New York Presbyterian urological Institute 8th FL	New York Presbyterian	T&M	NK Architects	H&B Engineering DPC	$1,654,423	May-2022	Dec-2023	Ross Krause	(646) 354-9802
nsevoort Park- The Sequel	Hudson River Park Trust	Lump Sum	James Corner Field Operations	Plus Group Consulting Engineering	$1,633,918	Oct-2021	Oct-2023	Keith Neuscheler	(718) 753-0232
YPQ-3rd FL OR & PACU Renovation	New York Presbyterian Queens	Lump Sum	WLJ Architecture & Engineering DPC Ewing Cole	Cosentini Associates	$1,623,253	Jul-2021	Aug-2022	Christopher Dardis	(646) 529-1483
urora- GrowNYC-ConEd	New York State Regional Food Hub, LLC	Lump Sum	BLD Architecture, DPC	Key Civil Engineering	$1,614,093	Nov-2022	Aug-2023	Lauren Kulbit	(631) 981-3785
YCDOT F&I Decorative Street Lighting	New York City Department of Transportation	Lump Sum	N/A	New York City Department of Transportation	$1,613,655	Feb-2014	Jun-2019	Frank Caiazzo	(718) 786-4061
abilitation of Atlantic Ave idge over LIRR - Atlantic Branch	New York City Department of Transportation	Unit Price	WSP USA	Getachew Gedfe	$1,611,864	Jan-2018	Nov-2020	Andy Montoni	(917) 299-4371
lets Citi Field Scoreboard Control Room Renovation	Citi Field	Lump Sum	N/A	N/A	$1,578,122	Nov-2021	Feb-2023	Roland Roeckle	(347) 880-3479
VTC Tower 3 - Site Work	Silverstein Properties	Lump Sum	RAB	AKF Group	$1,573,304	Feb-2018	Feb-2020	Thomas Farina	(212) 490-0666
hur Kill Generating Station 3 KV Distribution Overhaul 8KV Feeder Upgrade Phase 1	NRG Energy, Inc	Lump Sum	Matt MacDonald/Anselmi & DeCicco	Matt MacDonald/Burns & McDonnell	$1,537,161	Oct-2020	Jan-2021	Cheryl Nemeth	(718) 887-4448
550 Madison Ave Repositioning	Olayan Group & Chesfield- OAC 550 Owner LLC	Lump Sum	AAI Architects PC	Jaros Baum & Bolles (JB&B)	$1,527,708	Oct-2018	Jul-2019	Pat Keating	(646) 404-6272
lliant Insurance 12th and 14th Floors	Alliant Insurance	Lump Sum	Ware Malecomb	WB Engineers	$1,519,293	May-2019	Aug-2019	Pasquale Perrini	(646) 534-8110
Brown University SPS	Brown University	Lump Sum			$1,516,000	Jan-2019	Dec-2019	Brian Fugere	
MWEC T-Line Replacement	MMWEC	Lump Sum	N/A	N/A	$1,510,236	Sep-2019	May-2020	Toby Rock	(413) 308-1272
70 Park Avenue ESA Work	JPMorgan Chase Bank, N.A.,	T&M	AAI Architects PC	Jaros Baum & Bolles (JB&B)	$1,506,160	Oct-2019	Oct-2020	Ryan Murphy	(212) 232-2200

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Start Date	Completion Date	Contact	Telephone #
MSKCC Inpatient OR	Memorial Sloan Kettering Cancer Center	Lump Sum	Environments for Health Architecture (E4H)	Jaros Baum & Bolles (JB&B)	$1,505,382	Mar-2021	Jan-2023	Markos Kypriotis	(917) 299-8029
tfront Media Digital Signs	Outfront Media	Lump Sum	AECOM	AECOM	$1,503,019	Aug-2020	Nov-2020	Brian Faw	(212) 844-9454
Voodhull Medical Center- Critical Power Upgrade	NYC Health & Hospitals	Lump Sum	Bolt Architecture, PLLC	Loring Consulting Engineers, Inc.	$1,499,082	Aug-2020	Nov-2020	Chris Kristensen	(212) 229-6198
C Penny Redevelopment at Green Acres Mall	Green Acres Mall	Lump Sum	Gilligan & Bubnowski Architects	DLB Associates Consulting Engineers	$1,477,363	Oct-2021	Oct-2022	Trevor Watts	(347) 802-7408
LL-MSK-FIRE PROTECTIION UPGRDE	Memorial Sloan Kettering Cancer Center	Lump Sum	Jaros Baum & Bolles (JB&B)	Jaros Baum & Bolles (JB&B)	$1,467,469	Mar-2023	Jan-2024	Jenny Yin	(212) 592-6700
tra Dairy Aseptic Expansion	Haynor Hoyt Corp.	Lump Sum	Weber Smith	Weber Smith	$1,424,425	Jul-2020	Feb-2021	Mary Ann Carney	(315) 455-5941
Citifield Power Field Club Phase 2	Citi Field	Lump Sum	Gensler & Associates	ME Engineers	$1,419,681	Dec-2022	Aug-2023	Daniela Espinoza	(347) 835-7149
ount Sinai West- Endoscopy Relocation	Mount Sinai Health Systems	Lump Sum	Perkins Eastman Architects P.C.	AKF Group	$1,416,318	Jul-2017	Jul-2020	Ernesto Jarvis	(646) 872-2354
Turner NYP Allen Hospital 300 Bed Facility	New York Presbyterian	T&M	N/A	N/A	$1,412,875	Apr-2020	Apr-2020	Mark Meranda	(347) 852-3925
VAMC Hemodialysis Bldg 1- Williams Building	Veteran's Administration		N/A	N/A	$1,374,945	Apr-2021	Feb-2022		
PC- Raymond Hall Dining	Providence College	Lump Sum	Dembling & Dembling	Sterling Engineers	$1,354,700	Apr-2021	Aug-2021	Rudy Branca	(401) 265-2427
IEMENS-Jacob Javits Center North-TMB FA WORK-INFRUS	Jacob Javits	Lump Sum		Jaros Baum & Bolles (JB&B)	$1,337,893	Sep-2023	Dec-2023	Jason French	(973) 396-4244
Veritas - 9 West 57th Street Floor	Veritas Capital	Lump Sum	Nelson Architecture	MG Engineering	$1,337,414	Oct-2019	Aug-2020	Teddy Kalaboukas	(646) 569-2923
RXR Pre-Built	RXR Realty	Lump Sum	Gensler & Associates	MG Engineering	$1,324,887	Nov-2020	Nov-2021	John Arciuolo	(516) 680-9023
LL-NYPH-CHONY LINAC	New York Presbyterian	Lump Sum	Jeffrey Berman Architect	Cosentini Associates	$1,319,764	Jul-2020	Jul-2021	Kevin Morrissey	(646) 996-2058
111 Wall Street- Phase 1 Demo	Nightingale & Wafra	Lump Sum	Emery Roth & Sons	Jaros Baum & Bolles (JB&B)	$1,313,547	Jul-2020	Feb-2021	Christian Emma	(212) 321-6943
Trans Manhattan Expressway Median Bariers & Water System "C" Rehabilitation	PANYNJ	Lump Sum	N/A	N/A	$1,254,274	Nov-2018	Jan-2024	Brian Cimler	(718) 392-8800

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Start Date	Completion Date	Contact	Telephone #
Commerzbank	Commerzbank	Lump Sum	TPG Architecture	MG Engineering	$1,179,000	Nov-2018	Jun-2019	Bryan Suchanyc	(212) 922-1110
OUND-WOODMERE NY-DYY3 FITOUT	Amazon	Lump Sum	Brandon Hartwick Architect	LBI Professional Engineering LLC	$1,110,217	Jun-2023	Jun-2024	Stephanie Palma	(914) 316-0888
One Vanderbilt- Plaza	Posillico Civil Inc.	Lump Sum	Langan Architects	Jaros Baum & Bolles (JB&B)	$1,079,922	Jan-2020	Sep-2020	Jason Cousins	(516) 329-3438
BM-WLLMSBRG BRDG-BUS CHARGING	MTA New York City Transit Authority	Lump Sum		BALA	$1,051,348	May-2023	Aug-2023	Steven Yan	(347) 563-2625
Fordham Site Utility Relocations	Fordham University	Lump Sum	HLW International LLP	Cameron Engineering & Associations	$1,048,665	Jul-2019	Aug-2020	Lawrence Bourguet	(212) 399-3600
Henry J. Winters Teledata	Pawtucket Schools	Lump Sum			$1,029,065	Jul-2021	Dec-2023	Gary Garvin	
Coney Island Infrastructure Package 2	New York City Economic Development Corp.(NYCEDC)	Unit Price	Stantec	Philip Habib & Associates	$1,023,304	Dec-2017	Aug-2020	Antonio Seminatore	(646) 668-6664
Diamond Club @ Barclays Arena - FIT OUT	BSE Global	Lump Sum	Halsey McCormack & Helmer Inc Architects	AECOM	$1,019,696	May-2021	Nov-2021	Richard Petretti	(917) 881-7924
itifield Commissary Kitchen	Citi Field	Lump Sum			$1,012,770	Dec-2022	Apr-2022	Roland Roeckle	(347) 880-3479
er 57 Street Lights & Traffic Signals	RXR Realty	Lump Sum	Handel Architects	Cosentini Associates	$1,011,536	May-2016	Feb-2020	Derek Perpe	(973) 332-7092
MSKCC CRC PHASE 1 EQUIP REPLACEMENT	Memorial Sloan Kettering Cancer Center	Lump Sum	Jaros Baum & Bolles (JB&B)	Jaros Baum & Bolles (JB&B)	$993,047	Nov-2022	Aug-2023	Joseph Chin	(646) 596-0204
New York Public Library	The New York Public Library	Lump Sum	Mecanoo	Kohler Ronan	$981,576	Mar-2019	Jul-2020	Mike Goldberg	(954) 594-0078
FK Building and Site Work via Work Order	PANYNJ	Lump Sum	PANYNJ	Adil Sahid (ARE)	$977,109	Aug-2017	Feb-2020	Carlos Perez	(718) 244-4528
ISION GEN CNT-TESLA HUB PROVIDENCE	Tesla	Lump Sum			$969,920	Aug-2023	Mar-2024		
Resource Recovery Facility Relocation	RI Resource Recovery	Lump Sum	CEC	Karlis SKULTE	$969,128	Jan-2021	Oct-2021	Greg Monast	(401) 333-4300
aGuardia Airport - Garage Rooftop Solar	PANYNJ	Lump Sum	Sunpower	AECOM	$968,700	Jun-2021	Jan-2022	Ziggy Ruiz	(832) 865-3763
BOINGO East New York	Boingo Wireless, Inc. & MTA	Lump Sum	Frank Colasurdo Architects, Inc	MACRO	$959,426	Oct-2020	Mar-2021	Mark Cusumano	(310) 586-5180
non Free Viewpoint System	Barclays Arena & Canon	Lump Sum	N/A	N/A	$959,121	Aug-2021	May-2022	Joe Wire	(860) 839-5533

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Start Date	Completion Date	Contact	Telephone #
POA-700 Smith	PANYNJ	Lump Sum			$947,000	Dec-2022	Dec-2023	Mike Murnane	(518) 978-3302
South Naugatuck 21L Triple Circuit Line	Eversource Energy	Lump Sum	N/A	N/A	$945,013	Oct-2018	Mar-2019	Michael Arjavich	(860) 949-4540
LL-NYP-HIP-10 EM Flood repair	New York Presbyterian	T&M	Array Architects	N/A	$937,987	Nov-2023	Feb-2023	Alex Kollaros	(646) 315-1277
Safety Improvements- Grand Central Parkway	New York State Department of Transportation	Lump Sum	New York State Department of Transportation	New York State Department of Transportation	$934,941	May-2020	Jun-2021	Tom Franzino	(516) 903-1582
Avenue Capital	Avenue Capital Group	Lump Sum	Kahn Architecture	Robert Derector Associates (RDA)	$922,820	May-2019	Oct-2019	Julie Sainovic	(914) 433-1355
Mt. Sinai West - Temp Pwr & Ltg Gateway	Mount Sinai Health Systems	Time & Material	Array Architects	Syska & Hennessy Group	$919,386	Jun-2018	Jun-2019	Ernesto Jarvis	(646) 872-2354
270 Park - MTA Escalators	MTA New York City Transit Authority	Lump Sum	N/A	N/A	$904,883	Aug-2022	Jun-2023	Andy Montoni	(718) 589-9000
Jamesville-Dewitt Central School District Lighting Retrofit	Jamesville-Dewitt Central School District	Lump Sum	Ashley McGraw	Sage	$886,912	Oct-2021	Aug-2022	John Mimken	(585) 249-1360
Underground Residential Distribution Electric Rebuild Contract	Orange & Rockland Utilities	Lump Sum	N/A	N/A	$866,613	Nov-2019	Dec-2019	Michael Casale	(845) 577-3163
Grand Central District LED Streetlight Conversion Project	Grand Central District Management Association, Inc	Lump Sum	N/A	N/A	$860,970	Oct-2018	Jun-2022	Kent Grzeckzka	(212) 883-2420
Outfront Media Package B1	Outfront Media	Lump Sum	Outfront Media	AECOM	$841,023	Jun-2021	Jun-2023	Brian Faw	(212) 844-9454
Outfront Media MR204-MR240	Outfront Media	Lump Sum	Outfront Media	AECOM	$840,961	Jun-2022	Feb-2023	Brian Faw	(212) 844-9454
NYPH Milstein Lobby	New York Presbyterian	Lump Sum	Array Architects	AKF Group	$830,533	Jun-2020	Sep-2021	Rich Steimel	(212) 592-6700
Iconic Lighting 2 Sites	New York Power Authority	Lump Sum			$801,543	Apr-2021	May-2021	Ray Ribeiro	(516) 938-5476
Coney Island Hospital- FEMA Main Building 8-9 Floors	NYC Health & Hospitals	T&M	NBBJ	Bard, Rao & Athanas Consulting Engineers (BR+A)	$786,477	Apr-2020	May-2020	Chris Kristensen	(917) 939-5416
VRH Lincoln Tunnel TCS Upgrade	PANYNJ	Lump Sum	N/A	John Orman	$776,451	Aug-2018	Aug-2019	Magdy Allam	(646) 410-2999
Montgomery Sub Conversion	Central Hudson Gas & Electric	Lump Sum	N/A	N/A	$740,000	Jun-2019	Sep-2019	Larry Netto	(845) 486-5941

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Start Date	Completion Date	Contact	Telephone #
Alliant - 101 Park Ave 18th Floor	Alliant Insurance	Lump Sum	Ware Malecomb	WB Engineers	$724,433	Jul-2019	Aug-2020	Pasquale Perrini	(646) 534-8110
CHG&E - NY Distribution Reconduct	Central Hudson Gas & Electric	Lump Sum	Central Hudson G&E	Central Hudson G&E	$700,000	Apr-2018	Feb-2020	Larry Netto	(845) 486-5941
Relocations	PANYNJ	T&M	N/A	FXB	$700,000	Dec-2019	Jul-2020	Robin Walker	(917) 781-4147
Mount Sinai West-Chiller and Cooling Towers	Mount Sinai Health Systems	Trade Mgmt	Perkins Eastman Architects P.C.	AKF Group	$695,660	Nov-2017	Jan-2019	Ernesto Jarvis	(212) 731-3965
NYPCHONY Radiation Oncology	New York Presbyterian	Lump Sum	Zimmer Gunsui Frasca Architects, LLP	Syska & Hennessy Group	$688,480	Jun-2022	Apr-2023	Sheri Vermaelen	
Wireless, Voice, Data & Multimedia Services for GWB Bus Station	PANYNJ	Lump Sum	N/A	FXB	$682,274	Dec-2019	Jun-2021	Robin Walker	(971) 781-4147
Colgate Seven Oaks Clubhouse	Colgate University	Lump Sum	N/A	N/A	$663,042	Aug-2021	Jun-2022	Traci Rio	(315) 455-5941
Mount Sinai West- AHU Project	Mount Sinai Health Systems	Lump Sum	HOK	Syska & Hennessy Group	$661,828	Oct-2017	Jul-2020	Ernesto Jarvis	(646) 872-2354
Javits Con Ed & PA Duct Bank	Empire State Development Corporation	T&M	TVS	Jaros Baum & Bolles (JB&B)	$633,921	Nov-2017	Dec-2019	Joseph Sheehan	(718) 353-9618
Citi Field Disct & Safe Off Owners Suite	Citi Field	Lump Sum			$620,413	Jul-2021	Mar-2022	Guido Rebosio	(732) 215-3998
Lighting- Hudson Blvd.		Lump Sum			$611,926	Aug-2020	Aug-2021	Mark A. Lizotte	(347) 453-5973
OVA Plaza Work	SL Green Realty Corp.	Lump Sum	Langan Architects	Jaros Baum & Bolles (JB&B)	$610,352	Mar-2020	Sep-2020	Rich Couso	
Alliant	H J Kalikow & C. LLC	Lump Sum	Ware Malecomb	WB Engineers	$608,792	Sep-2020	Feb-2022	Pasquale Perrini	(347) 573-1805
MSSL- Energy Project-Temporary Generator	Mount Sinai Health Systems	T&M	N/A	N/A	$605,000	Dec-2016	Jul-2020	Steve Monez	(347) 672-5062
Mount Sinai St. Lukes Medical Exam Room Renovation, 6th Fl	Mount Sinai Health Systems	Lump Sum	Array Architects	Syska & Hennessy Group	$603,714	Dec-2019	May-2020	Robert O'Donnell	(914) 230-6093
Ichabod Crane Primary School Solar	Ichabod Crane Central School District	Lump Sum	CSARCH	N/A	$597,916	Apr-2022	Jun-2023	Kalyna Vadala	(914) 261-1919
LL-NYP-CHONY IR 3	New York Presbyterian	T&M			$594,569	Oct-2022	Nov-2022	Ross Krause	(646) 354-9802
HR-NYPQ CSPD RENOVATION	New York Presbyterian Queens	Lump Sum	Severud Associates	Cosentini Associates	$586,686	Dec-2022	Jun-2023		

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Start Date	Completion Date	Contact	Telephone #
igital Media Package 3	MTA New York City Transit Authority	Lump Sum	AECOM	AECOM	$581,890	Oct-2019	Dec-2020		
AES Astoria Energy - Feeder Repair	NAES Astoria Energy	Lump Sum / NTE			$574,795	Jul-2022	Jul-2023	Albert Golbert	(718) 683-2628
F Fab 10 EM Generator Upgrade	Global Foundries, Inc.	Lump Sum			$571,140	Dec-2022	Jun-2022	Pamela Nelson	(207) 874-2323
NYP-MHB Cath Labs E&I Renovation	New York Presbyterian	Lump Sum			$565,335	Sep-2022	Dec-2022	Ross Krause	(646) 354-9802
Octagon Fuel Cell	Bloom Energy	Lump Sum	Thornton Tomasetti	Cosentini Associates	$558,810	Jan-2023	Apr-2023	Nathan Robbins	(203) 410-7913
NRG Feeder IQ80 and 81 Relocation	NRG Berrians East Development LLC	Lump Sum			$550,044	Apr-2021	May-2021	Joyce Theroux	(412) 287-3058
Outfront Media - Package 4	Outfront Media	Lump Sum	AECOM	AECOM	$549,270	Feb-2020	Aug-2020	Brian Faw	(212) 844-9454
NYU Langone Hospital - Brooklyn Floor 2	NYU Langone Health	Lump Sum	Ennead Architects LLP	Jaros Baum & Bolles (JB&B)	$542,262	May-2019	Jun-2023	Daniel McLean	(347) 530-5570
letropolitan Syracuse WWTP Thickener Rehab	Onondaga County Dept. of Water Environment Protect	Lump Sum			$540,300	May-2022	Jun-2023	315-435-3458	
Intrepid: Safety Lighting Project	Intrepid Museum Foundation	AIA	Focus Lighting	N/A	$539,579	Feb-2018	Jan-2019	Matt Woods	(646) 381-5210
National Grid Office & Warehouse Renovation	National Grid	Lump Sum			$538,997	Feb-2022	Feb-2023	Jim Riscia	(315) 952-9683
Amtrak Penn Station Sub Basement Conduit	AMTRAK	Lump Sum	N/A	N/A	$533,548	Mar-2020	Apr-2020	David Irving	(212) 630-7889
OGS - Onondaga Nation Fire alarm	NYS Office of General Services	Lump Sum			$532,564	Sep-2022	Apr-2023	Michael Malfi	(315) 350-4697
Bank of China Fit Out at 7 Bryant Park	Bank of China	Lump Sum	Milo Kleinberg Design Associates	MG Engineering	$525,595	Jan-2020	Jun-2022	Kevin Mulligan	(646) 941-4844
Turner CIH FEMA Tent Overflow	NYC Health & Hospitals	T&M	N/A	N/A	$523,796	Mar-2020	Apr-2020	Chris Kristensen	(917) 939-5416
Boingo Penn Station D	AMTRAK	Lump Sum			$519,569	Jul-2022	Feb-2023	Mark Cusumano	(646) 261-3890
GC Ladder N CPR 179R1- Part of East Side Access	MTA Capital Construction	Lump Sum	N/A	WSP USA	$514,957	Aug-2019	Jun-2020	Julio M. Henriquez-Ponce	(201) 867-5070
NYU Langone Hospital - Brooklyn Floor 1	NYU Langone Health	Lump Sum	Ennead Architects LLP	Jaros Baum & Bolles (JB&B)	$507,140	May-2019	Jun-2023	Daniel McLean	(347) 530-5570

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Start Date	Completion Date	Contact	Telephone #
Pharmacy Upgrades	Mount Sinai Health Systems	Lump Sum			$500,041	Oct-2018	Jan-2021	Kristopher Pornilla	(516) 417-7156

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2018

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 injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

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 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	17	0	2
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
1206	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	19	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	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 instruction, 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 aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: E-J Electric Installation Co.

Street: 46-41 Vernon Blvd.

City: Long Island City State: New York Zip: 11101

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

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 7 3 1

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

Employment information

Annual average number of employees: 1199

Total hours worked by all employees last year: 2,484,402

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.

Anthony E. Mann
Company executive

President & CEO
Title

(718) 786-9400
Phone

3/11/2019
Date

Year 2019

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

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

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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	16	0	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
1043	0
(K)	(L)

Injury and Illness Types

Total number of...

	(M)		
(1) Injury	16	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment Information

Your establishment name: E-J Electric Installation Co.

Street: 46-41 Vernon Blvd.

City: Long Island City State: New York Zip: 11101

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

Standard Industrial Classification (SIC), if known (e.g., SIC 3715): 1 7 3 1

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

Employment Information

Annual average number of employees: 1106

Total hours worked by all employees last year: 2,220,061

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.

Anthony E. Mann
Company executive

President & CEO
Title

(718) 786-8400
Phone

1/27/2020
Date

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

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OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2020

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

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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	15	0	4
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
1248	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	19	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment Information

Your establishment name: E-J Electric Installation Co.

Street: 46-41 Vernon Blvd.

City: Long Island City State: New York Zip: 11101

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

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1731

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

Employment Information

Annual average number of employees: 1609

Total hours worked by all employees last year: 2,676,972

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.

Anthony E. Mann
Company executive

President & CEO
Title

(718) 786-9400
Phone

1/6/2021
Date

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

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SHA's Form 300A (Rev. 01/2004)
ummary of Work-Related Injuries and Illnesses

Year 2021

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

Form approved OMB no. 1218-0176

ablishments covered by Part 1904 must complete this Summary page, even if no injuries or es occurred during the year. Remember to review the Log to verify that the entries are complete

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

oyees former employees, and their representatives have the right to review the OSHA Form 300 in irety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

ber of Cases

l number of ns	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	15	0	6
(G)	(H)	(I)	(J)

ber of Days

l number of away from	Total number of days of job transfer or restriction
1460	0
(K)	(L)

ry and Illness Types

l number of...	(M)		
Injury	21	(4) Poisoning	0
Skin Disorder	0	(5) Hearing Loss	0
Respiratory dition	0	(6) All Other Illnesses	0

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

reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and r the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it ys a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of . OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: E-J Electric Installation Co.

Street: 46-41 Vernon Blvd.

City: Long Island City State: New York Zip: 11101

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

Standard Industrial Classification (SIC), if known (e.g., SIC 3715): 1731

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

Employment information

Annual average number of employees: 1002

Total hours worked by all employees last year: 2,189,254

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.

Anthony E. Mann
Company executive

President & CEO
Title

(718) 786-9400
Phone

1/25/2022
Date

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

mmary of Work-Related Injuries and Illnesses

Year 2022

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

shments covered by Part 1904 must complete this Summary page, even if no injuries or occurred during the year. Remember to review the Log to verify that the entries are complete

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

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

of Cases

mber of	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	14	0	2
(G)	(H)	(I)	(J)

of Days

mber of ay from	Total number of days of job transfer or restriction
894	0
(K)	(L)

nd Illness Types

mber of... (M)			
ry	16	(4) Poisoning	0
n Disorder	0	(5) Hearing Loss	0
piratory on	0	(6) All Other Illnesses	0

is Summary page from February 1 to April 30 of the year following the year covered by the form

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Establishment information

Your establishment name: E-J Electric Installation Co.

Street: 46-41 Vernon Blvd.

City: Long Island City | State: New York | Zip: 11101

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

Standard Industrial Classification (SIC), if known (e.g., SIC 3715): 1 7 3 1

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

Employment information

Annual average number of employees: 1017

Total hours worked by all employees last year: 2,804,792

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.

Anthony E. Mann
Company executive

President & CEO
Title

(718) 786-9400
Phone

1/25/2023
Date

HA's Form 300A (Rev. 01/2004)
mmary of Work-Related Injuries and Illnesses

Year 2023

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

Form approved OMB no. 1218-0176

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er of Cases

umber of	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	10	1	5
(G)	(H)	(I)	(J)

er of Days

umber of way from	Total number of days of job transfer or restriction
677	127
(K)	(L)

and Illness Types

umber of... (M)			
ury	16	(4) Poisoning	0
in Disorder	0	(5) Hearing Loss	0
spiratory ion	0	(6) All Other Illnesses	0

his Summary page from February 1 to April 30 of the year following the year covered by the form

orting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of SHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: E-J Electric Installation Co.

Street: 46-41 Vernon Blvd.

City: Long Island City State: New York Zip: 11101

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

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 7 3 1

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

Employment information

Annual average number of employees: 1073

Total hours worked by all employees last year: 3,011,740

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.

Anthony E. Mann
Company executive

President & CEO
Title

(718) 786-9400
Phone

1/23/2024
Date

WILLIAM DAYTON
Corporate Safety Director

William has over 25 years experience in the safety field. His extensive knowledge, training and expertise in the field helps ensure a safe workplace at all times to all employees. William reports directly to the President/CEO.

RESPONSIBILITIES:

- Establishing and insisting upon safe methods and practices at all times.
- Maintaining a system of prompt detection and correction of unsafe practices and conditions.
- Exercising all available means and methods of controlling and/or eliminating hazards and risks associated with construction.
- Enforcing a thorough and effective accident investigation and reporting procedure.
- Maintaining safety management documentation including the Corporate Safety Management Plan and Health and Safety Plans specific to each project, including continually developing new and revised policies and procedures to the Plans.
- Management of education program to stimulate and maintain interest and cooperation of all employees through the following:
    - A safety indoctrination program for staff, supervisory, and trade personnel
    - Regularly scheduled Safety Meetings for supervisory personnel
    - Toolbox safety talks between foremen and trade persons
    - Safety bulletin boards for posting of general safety information
    - Seminars relating to specific aspects of safety
    - Advising employees in the use and handling of hazardous materials in the work place
- Prepare, conduct and document field Safety Meetings.
- Conduct daily construction site safety inspections.
- Maintain daily safety inspection files.
- Conduct periodic safety plan and site safety compliance audits.
- Prepare monthly safety progress reports and conduct monthly safety progress meetings.
- Provide departmental status updates to the President and CEO.

SPECIAL PROJECTS:

- Appointed to the New York State Department Of Transportation Management Peer Group/Committee.
- Chaired New York State Department of Transportation committee using/testing the newly adopted management technique entitled Quality Thorough Participation.
- Received commendations for admirable performance:
- An Excellence Award for outstanding investigatory work in exposing a potentially life threatening situation.
- An Excellence Award for "single handedly staffing the Rail Accident Investigation section and fulfilling the Department of Transportation's obligations in support of the Public Transportation Safety Board; and for maintaining the highest of professional standards and aggressively pursuing the identification, investigation, and follow-up on issues of public safety".
- The DOT's Commissioner's most prestigious Award of Excellence given to employees who are considered to be the best-of-the-best within the Commissioner's Recognition of Employee Excellence Program.
- Assisted the Federal Emergency Management Agency (FEMA) in reviewing and investigating hurricane damage claims to verify the claim and expedite Federal and State monetary assistance.
- Assisted the Public Transportation Safety Board during a staff vacancy by accepting and performing the administrative duties of the New York City Metro Office Bus Safety Section Chief.

SPECIAL TRAINING & PROFESSIONAL ORGANIZATIONS:

- US, Department of Labor, OSHA 500 Construction Safety Outreach Training Instructor
- NYC Site Safety Managers License (License #871)
- International Certified Quality Management Systems Auditor/Lead Auditor.
- Member of the American Society of Safety Engineers & American Society for Quality.
- US, Department of Labor, OSHA 7600, Disaster Site Worker training.
- New York City, Department of Buildings, Supported Scaffold User Certificate.
- MTA, NYC Transit, Track Training Safety Training.
- New York State Department of Transportation training courses: Sexual Harassment Prevention & Intervention, Interviewing and Auditing, Aids Awareness, Managers Attendance and Sick Leave, Supervising New York, Americans Disability Act (ADA), Careers in Management, Program Plan Compliance Auditing,
- United States DOT, Transportation Safety Institute training courses: Mass Transit Rail Accident Investigation course, Locomotive Inspection, Railroad Track and Structure Fundamentals, Investigative Report Writing Workshop, Mass Transit Rail System Safety, Railroad Operating Practices, Accident Investigation and Derailment Cause Finding.
- Grumman Data Systems Institute, Personal Computer theory, techniques and application.
- George Washington University, Element of Railway Signaling and Control Systems.

Brendon Bergin

VICE PRESIDENT

Mr. Bergin has over 24 years of experience in the commercial construction industry. He has project responsibility from cost estimation to final completion. He oversees daily project management and job control, coordination of field installation with foreman and owner, supervision of engineering and drafting, weekly jobsite meetings and purchasing major equipment.

YEARS AT E-J: 22

TOTAL YEARS OF EXPERIENCE: 24

EDUCATION:

- **Bachelor of Science, University at Buffalo**

TRAINING/CERTIFICATIONS

- **OSHA 30 Hour Certification**

SUMMARY OF EXPERIENCE –

NYPA Sensor Deployment Project – Phase II – New York

E-J Electric was contracted for the Engineer Procure Construct (EPC) for Phase II of NYPA sensor deployment program. The program allows NYPA to analyze up to 95,000 new data points across its generation and transmission system, while improving monitoring capabilities and the ability to minimize maintenance and service issues. E-J Electric's partnership with O'Connell Electric is a joint venture on the statewide sensor deployment initiative to design, build and install new sensors across State assets.

Cricket Valley - 1100 MW Power Plant – New York

Cricket Valley Energy Center (CVEC) is a 1100MW combined-cycle natural gas-fired electric generation facility in Dover, New York. This state-of-the-art facility will produce enough electricity to power approximately one million homes in the Hudson Valley. E-J Electric is performing installation of all electrical and instrumentation component of the 3x3 combined cycle power plant which included coordination of over 1,000 trades people, 1.7 million LF of cable pulling and over 150,000 feet of underground duct bank.

Start and end dates: 7/2017 – 5/2020
Contact name: Hitesh Thakrar
Telephone number: (502) 221-6057
Contract Value: $43,415,311

CPV Valley Energy Center – New York

Substation work. Design Assist and Installation of a fast tract 625MW Power Plant. Work includes, underground duct bank, grounding, all above ground raceway systems, isophase bus duct, modular power control building, cables and terminations, building services & fit out, centerline, GSU's and switch yard.

Start and end dates: 10/2015 - Present
Contact name: Rick Walter
Telephone number: (210) 862-2240
Contract Value: $38,000,000

CPV Woodbridge Energy Center 230KV Substation & Transmission Line

Substation work. This design build project consisted of a parallel 230KV underground and overhead transmission lines from Sayreville NJ to Edison NJ. The project included various civil and electrical activities such as directional drilling under the Raritan River and through the NJ swamps, cut and cover conduit duct bank, transmission poles and overhead lines. It included connection to an active JCP&L switchyard and the design and construction of the plant size switchyard up to the GSU's. This project required significant planning due to environmental issues, and special attention to the design due to extremely high soil thermal resistivity and soils that would liquify under certain seismic conditions. The project was completed two months ahead of schedule.

Start and end dates: 7/2013 – 12/2015
Contact name: Dan Nugent
Telephone number: (781) 817-8969
Contract Value: $78,600,000

Astoria Energy 345KV GIS Con Ed Substation

Installation of a 345KV SF6 gas insulated ring bus, 345KV outdoor switchyard with (2) 150MVA oil-filled shunt reactors and all associated controls, instrumentation, metering. Complete fit-out of all building services including lighting, power, mechanical, BMS, security, fire alarm and communications.

Start and end dates: 3/2010 – 6/2011
Contact name: Nick Johnson
Telephone number: (625) 241-0572
Contract Value: $1,352,550

Astoria Energy 500MW Power Plant

Astoria Energy developed a 500 MW highly efficient electric generating facility. The project uses state of the art combined-cycle, technology, and air pollution control systems. The major equipment includes combustion turbines, heat recovery steam generators, air pollution controls and steam turbines. It also uses air cooled condensers for the cooling system to significantly minimize water consumption and natural gas as its primary source of fuel with low sulfur distillate fuel oil serving as a backup fuel for up to 720 hours annually. The project located in the Queens load pocket, utilizes the transmission facilities at the existing Con Edison Astoria East Substation approximately one-half mile from the site to deliver clean, reliable electricity to New York City and the surrounding region. This was a design/assist project.

Start and end dates: 3/2010 – 6/2011
Contact name: Nick Johnson
Telephone number: (625) 241-0572
Contract Value: $57,000,000

Astoria Energy II 500MW Power Plant

Astoria II is an additional 550MW power plant added to the existing power plant. Work includes the installation of 345 solid dielectric cable, 345KV overhead transmission line and a 345KV gas insulated substation. E-J was brought on as the design/assist electrical contractor.

Start and end dates: 3/2010 – 6/2011
Contact name: Nick Johnson
Telephone number: (625) 241-0572
Contract Value: $92,000,000

REFERENCES:

David Sherman
Turner Construction
(212) 686-1650
dsherman@tcco.com

Brian Vincentz
Tishman Corporation
(347) 498-2350
bvincentz@tishman.com

Stephen Barthelme
PSEG Fossil LLC
(201) 406-4707
Stephen.bartheime@pseg.com

Ross Olivieri

OPERATIONS MANAGER - NEWBURGH

Ross Oliveri is an experienced Quality Assurance / Quality Control professional who ensures all the processes are following specifications and the quality of services and results delivered by E-J Electric Installation Co. He supports the New York State Renewable Energy Business. Mr. Olivieri oversees each project and is involved in every stage, from development to completion.

YEARS OF PROFESSIONAL EXPERIENCE: 30+

YEARS OF EXPERIENCE PERFORMING SIMILAR WORK: 30+

TRAINING/CERTIFICATIONS

- **OSHA 30 Hour Certification**

SUMMARY OF EXPERIENCE –

South Field Power Plant

1182MW electric generation facility that uses clean-burning U.S. natural gas to produce power for over 1,000,000 American homes and businesses. State-of-the-art GE turbine technology utilizes, and combined-cycle design produces electricity efficiently capturing waste heat to create additional electricity in the steam turbine. This facility meets the National Ambient Air Quality Standards that protect public health and environment. E-J Electric was bought in on this project to help complete the electrical work under Bechtel's EPC project delivery to expedite and fast-track the work.

Start and end dates: 2021 -2021
Contact name: Hitesh Thakrar
Telephone number: (502) 221-6057

CPV Valley Energy Center

Design Assist and Installation of Fast Tract 625MW Power Plant. Work includes, underground duct bank, grounding, all above ground raceway systems, isophase bus duct, modular power control building, cables and terminations, building services & fit out, centerline, GSU's and switch yard.

Start and end dates: 2015 - 2019
Contact name: Larry Pawliczak
Telephone number: (718) 290-5792

Cricket Valley - 1100MW Power Plant

Cricket Valley Energy Center (CVEC) is a 1100MW combined-cycle natural gas-fired electric generation facility in Dover, New York. This state-of-the-art facility will produce enough electricity to power approximately one million homes in the Hudson Valley. E-J Electric is performing installation of all electrical and instrumentation components of the 3x3 combined cycle power plant which included coordination of over 1,000 trades people, 1.7 million LF of cable pulling and over 150,000 feet of underground duct bank.

Start and end dates: 2017 - 2020
Contact name: Hitesh Thakrar
Telephone number: (502) 221-6057

Cricket Valley 345kV GIS Building

In addition to E-J's work on the 1100MW Cricket Valley Energy Center, E-J was contracted to handle the 345kV GIS Building. With this project there were spatial limitation. CVEC was able to utilize 345kV Gas Insulated Switchgear to fit the spatial constraints and provide power to two different utilities using three (3) overhead lines.

Start and end dates: 2019 - 2020
Contact name: Hitesh Thakrar
Telephone number: (502) 221-6057

WRITTEN CONSENT OF THE BOARD OF DIRECTORS

OF

E-J Electric Installation Co

(New York)

Dated as of December 14, 2020

The undersigned, being all of the directors of E-J Electric Installation Co., a New York corporation (the "Corporation"), do hereby waive all notice of the time, place and purpose of a meeting and consent and agree to the adoption of the following recitals and resolutions pursuant to the applicable laws of the State of New York in lieu of holding a special meeting of the Board of Directors of the Corporation (the "Board"):

1. **Election of Brendon Bergin as an officer – Vice President of E-J Electric Installation Co.**

RESOLVED, that Brendon Bergin be, and hereby is, elected as an officer – Vice President of the Corporation, to serve until the next annual meeting of the Board or until his respective successor is elected and qualified or until their earlier resignation or removal.

FURTHER RESOLVED, that after giving effect to the change contemplated by the above resolution, below is the current full slate of officers of the Corporation:

CHAIRMAN	Anthony E. Mann
PRESIDENT & CEO	Anthony E. Mann
COO	Frank Lambraia
EXECUTIVE VICE PRESIDENT	Thomas Kregel
SENIOR VICE PRESIDENT	David Ferguson
SENIOR VICE PRESIDENT	Alan Lang
SECRETARY	Anthony E. Mann
TREASURER	Leslie Blacksburg
VICE PRESIDENT & CFO	Paul Cutrone
ASSISTANT SECRETARY	Mark Jackson
ASSISTANT SECRETARY	Linda Melim
VICE PRESIDENT	Brendon Bergin

2. **Counterparts and Electronic Delivery**

RESOLVED, that this consent may be signed by counterpart signature, each of which signature shall be deemed an original, all of which together shall constitute one and the same

electronic exchange method shall constitute a valid and binding execution and delivery of this consent by such party, and such electronic copy shall constitute an original document.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of the Board of Directors of E-J Electric Installation Co. a New York Corporation, as of the date first written above.

Anthony E. Mann

Sally Mintz Mann

Brad Markowitz

Being all of the Directors of the Corporation

Electrician's License

License No 766

Orange County New York

IT IS HEREBY CERTIFIED THAT ***Vincenzo Ambrosia***

DOING BUSINESS AS ***EJ Elec Install Co***

HAS BEEN EXAMINED BY THE ELECTRICAL LICENSING BOARD OF ORANGE COUNTY AND HAS BEEN FOUND COMPETENT AND IS HEREBY GRANTED THIS

MASTER ELECTRICIAN LICENSE

AND IS PERMITTED TO PERFORM ELECTRICAL WORK IN THE COUNTY OF ORANGE , NEW YORK, PURSUANT TO LOCAL LAW NUMBER 8 OF 2007, AS AMENDED AND IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH IN LOCAL LAW NUMBER 8 OF 2007.

THIS LICENSE SHALL EXPIRE 6/30/2025

BOARD OF ELECTRICAL LICENSING

Ray S. Pantel - Chairman

Frank Saladino - Secretary



E-J Electric Installation Co. Equipment List

TYPE	ENTIRE FLEET
ARTICULATING JLG BOOM LIFTS	12
ATV (REGISTERED)	7
BACKHOE	4
BOOM TRUCK	23
BOX TRUCK	35
BUCKET TRUCK	134
BULLDOZERS/EXCAVATORS	4
CARGO VAN	52
CRANES - 45T RTS	2
DIGGER DERRICK	24
DIGGER TRUCKS WITH BORING	2
DIRECTIONAL DRILLING	4
DUMP & COMPRESSOR	34
DUMP TRUCK	2
FORKLIFTS	6
GENIE LIFTS	28
ELLIOT TRUCK	4
FLAT BED/RACK BODY	9
KNUCKLE BOOM	2
MASON DUMP	1
MINI VAN	1
PANAGRAPH TRUCK	7
PASSENGER VAN	4
PICKUP	125
PICKUP/UTILITY BODY	1
RACK BODY (SAW CUTTING)	1
REEL TRAILER	1
SCISSOR LIFTS	160
SEDAN	3
SEMI TRAILER	1
SUV	40
TRACTOR	5
TRAILER	56
TRAILER-POLE TRAILER	12
TRAILER-TENSIONER	2
UTILITY TRUCK	6
VAN/UTILITY BODY	2
WELDING TRUCKS	1
WIRE TRAILERS & PULLERS	9
	826

OFFICER	TITLE
Anthony E. Mann	President & CEO
Paul Cutrone	CFO
Frank C Lambraia	COO
Thomas Kregel	Executive Vice President
Dave Ferguson	Sr. Vice President
Alan Lang	Sr. Vice President
Brendon Bergin	Vice President
Anthony E. Mann	Secretary
Mark W Jackson	Assistant Secretary
Linda Melim	Assistant Secretary

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

DAMAGES FORM

BID BOND

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

BIDDER *(Name and Address)*:

E-J Electric Installation Co.
46-41 Vernon Blvd.
Long Island City, NY 11101

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

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER *(Name and Address)*:

City of Newburgh
83 Broadway
Newburgh, NY 12550

BID

Bid Due Date: November 7, 2024

Description *(Project Name— Include Location)*: Wastewater Treatment Plant (WWTP) Admin Building Renovation Bid 7.24
2 Renwick Street, Newburgh, NY 12550

BOND

Bond Number: N/A

Date: October 31, 2024

Penal sum Five Percent of Proposal Price (Words) $ (5% of P.P.) (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	**SURETY**
E-J Electric Installation Co. (Seal)	Travelers Casualty and Surety Company of America (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
Mark W. Jackson	Susan Lupski
Print Name	Print Name
Ass. St. Secretary	Attorney-In-Fact
Title	Title
Attest: Signature	Witness: Signature
Admin	Surety Account Representative
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ACKNOWLEDGEMENT FOR PRINCIPAL

ACKNOWLEDGEMENT FOR PRINCIPAL IF CORPORATION

STATE OF New York }
COUNTY OF Richmond }

ON THE 1st DAY OF November, 2024 BEFORE ME PERSONALLY APPEARED Mark O. Jackson, TO ME KNOWN AND KNOWN TO ME TO BE THE Assist Secretary OF **E-J ELECTRIC INSTALLATION CO.** DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID CORPORATION.

Notary Public

LINDA L. MELIM
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ME5068572
Qualified in Richmond County
Commission Expires November 4, 2026

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan Lupski** of **UNIONDALE**, **New York**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **31st** day of **October**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this October 31, 2024 before me personally came Susan Lupski to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York, that he/she is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Travelers Casualty and Surety Company of America (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.

Notary Public

LAURAJEAN MURTAGH
Notary Public, State of New York
Registration No. 01MU6319758
Qualified in Nassau County
Commission Expires 02/23/2027

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,104,395,801	LOSSES	$ 1,495,036,900
STOCKS	119,333,643	LOSS ADJUSTMENT EXPENSES	146,791,770
CASH AND INVESTED CASH	30,541,608	COMMISSIONS	55,734,579
OTHER INVESTED ASSETS	8,355,939	OTHER EXPENSES	55,546,499
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	13,350,613	TAXES, LICENSES AND FEES	15,857,431
INVESTMENT INCOME DUE AND ACCRUED	43,617,243	CURRENT FEDERAL AND FOREIGN INCOME TAXES	5,300,838
PREMIUM BALANCES	325,304,977	UNEARNED PREMIUMS	1,515,112,686
REINSURANCE RECOVERABLE	27,997,684	ADVANCE PREMIUM	4,091,249
NET DEFERRED TAX ASSET	72,421,341	POLICYHOLDER DIVIDENDS	21,388,522
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,798,901	CEDED REINSURANCE NET PREMIUMS PAYABLE	62,914,516
OTHER ASSETS	818,309	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	21,072,858
		REMITTANCES AND ITEMS NOT ALLOCATED	7,201,721
		PROVISION FOR REINSURANCE	9,891,783
		PAYABLE FOR SECURITIES LENDING	13,350,613
		OTHER ACCRUED EXPENSES AND LIABILITIES	409,380
		TOTAL LIABILITIES	$ 3,429,701,342
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,877,950,956
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,318,234,716
TOTAL ASSETS	$ 5,747,936,058	TOTAL LIABILITIES & SURPLUS	$ 5,747,936,058

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2023.

Michael J Doody
VICE PRESIDENT – FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15TH DAY OF MARCH, 2024

Susan M Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

Todd Venning
City Manager/CEO

CITY OF NEWBURGH

FINANCE DEPARTMENT
Bureau of Purchase and Supply
83 Broadway, Newburgh, New York 12550
(845) 569-7320 • www.cityofnewburgh-ny.gov

Todd Venning (CFO)
Director of Finance

Janice Gaston
City Comptroller

Robert VanVlack
City Purchasing Agent

Solicitation #7.24 - Award Recommendation

Electrical (Contract 2-E) for Wastewater Treatment Plant (WWTP) Admin Building Renovation

Evaluation:

Vendor	Receipt	Unofficial Total of Lump Sums Bid
RLJ ELECTRIC	11/7/2024 9:38 A.M.	$339,000.00
LBS ELECTRIC	11/7/2024 9:40 A.M.	$344,000.00
EJ ELECTRIC	11/7/2024 10:42 A.M.	$254,254.00

Bids Reviewed and Evaluated by:

1. Arcadis of New York
2. City of Newburgh Engineering Department
3. City of Newburgh Comptroller's Office

Recommendation:

E-J Electric Installation Co. is the lowest responsive, responsible bidder. Bid price of $254,254.00 confirmed.

No active exclusions were found on SAM.gov for E-J Electric Installation Co.

No NYS (DOL or WCB) debarments were found for E-J Electric Installation Co.

Therefore, E-J Electric Installation Co. is recommended for the award.

Robert Van Vlack

City Purchasing Agent

Mr. Jason Morris, PE
Commissioner of Public Works and City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

Arcadis of New York, Inc.
646 Plank Road
Suite 100
Clifton Park, NY 12065
United States
Phone: 518 250 7300
www.arcadis.com

Date: November 21, 2024
Our Ref: 30183827
Subject: Recommendation of Awards for
City of Newburgh Bid No. 7-24
WWTP Administration Building Renovation Project

Dear Mr. Morris,

Arcadis of New York, Inc. (Arcadis) has reviewed the Bids received by the City of Newburgh (City) on November 7, 2024, for Bid No. 7-24, WWTP Administration Building Renovation. Overall, there were 14 bids received for this multi-prime project. The breakdown of bids are as follows:

1. Contract 1-G, General Construction – 2 bids
2. Contract 2-E, Electrical Construction – 3 bids
3. Contract 3-H – HVAC Construction – 6 bids
4. Contract 4-P, Plumbing Construction – 3 bids

After reviewing the Bids, it has been determined that the Bidders were generally responsive in accordance with the Instructions to Bidders, except for a few minor Bid informalities that are not uncommon in municipal bidding. However, the apparent low bidders for Contract 2-E, Electrical Construction Contract 4-P, Plumbing Construction were found to have errors.

The low bidder for Contract 2-E, E-J Electric Installation Co.(E-J), failed to acknowledge Addendum No. 1. Addendum 1 was an administrative addendum issued by the Owner (City of Newburgh) to add correct the e-mail address in which communications were to be sent for bidding on the BidNet website, and it did not impact the bid documents. Arcadis sent a letter to E-J confirming their acknowledgement of Addendum No. 1 and that their Bid was still valid. E-J responded in the affirmative that they acknowledged Addendum No. 1 and that their bid was still valid.

The apparent low bidder for Contract 4-P, Joseph Lombardo Plumbing and Heating has a mathematical error on their Bid Form. They sent the attached letter withdrawing their bid. Therefore, the second low bidder S&L Plumbing and Heating Corp is the lowest responsive bidder.

The tabulated Bid results are enclosed for your convenience. The apparent low bidder and their total Bid price for the construction of each Contract are listed in Table 1 on the next page.

Mr. Jason Morris, PE
City of Newburgh
November 21, 2024

Table 1 - Recommendation of Award

Contract	Contractor	Bid Price
Contract 1-G, General Construction	Barone Construction Group	$1,025,000.00
Contract 2-E, Electrical Construction	E-J Electric Installation Co.	$254,254.00
Contract 3-H, HVAC Construction	DJ Heating & Air Conditioning, Inc.	$458,000.00
Contract 4-P, Plumbing Construction	S&L Plumbing and Heating Corp.	$223,000.00
	Total of All Contracts	**$1,960,254.00**

Based on the information presented herein, Arcadis recommends that the City consider awarding the multi prime contracts for Bid No. 7-24 to the Bidders as identified in Table 1 and for the Bid Price shown therein. The total project cost for Bid No. 7-24 is $1,960,254.00. If you have any further questions pertaining to this project, please do not hesitate to contact me at your earliest convenience so that we can be of further assistance.

Sincerely,
Arcadis of New York, Inc.



A.J. Brooks, PE
Principal Engineer

Email: a.j.brooks@arcadis.com
Direct Line: 518.250.7374

CC. A. Spinelli, City of Newburgh
S. McCorkell, Arcadis

Enclosures:
Bid Opening Report
Letter to E-J Electrical Construction Clarifying Bid and response
Letter to Joseph Lombardo Plumbing & Heating Clarifying Bid and response

BID OPENING REPORT

Arcadis of New York, Inc.
646 Plank Road, Suite 100
Clifton Park, New York 12065

Project Name: **Wastewater Treatment Plant Administration Building Renovation** Bid No. **7-24**
Location: **City of Newburgh, Orange County, New York**
Bid Opening Date and Time: **Thursday, November 7, 2024 at 11:00 AM** Read Aloud By: Bob VanVlack, Purchasing Agent Recorded By: Stephanie Hayden, Account Clerk Witnessed By: Allison Spinelli, Asst. City Engineer

Bid Results

Name of Bidder	Barone Construction Group, Inc.	Holt Construction Corp.	RLJ Electric Corp.	LBS 2020	E-J Electric Installation Co.	Joe Lombardo Plumbing & Heating	S&O Construction Services, Inc.	DJ Heating & Air	TM Brennan Service, Inc.	MDS HVAC-R, Inc.	S+L Plumbing & Heating	Joe Lombardo Plumbing & Heating	TM Brennan Service, Inc.	S+L Plumbing & Heating
Date/Time Received	11/7/24 10:30 AM	11/7/24 10:40 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/8/24 10:30 AM
Contract	1-G	1-G	2-E	2-E	2-E	3-H	3-H	3-H	3-H	3-H	3-H	4-P	4-P	4-P
Bid Item No.														
1	$950,000.00	$1,064,304.00	$289,000.00	$294,000.00	$204,254.00	$673,097.00	$523,237.00	$433,000.00	$691,000.00	$446,650.00	$641,000.00	$16,832.00	$232,000.00	$208,000.00
2	$75,000.00	$75,000.00	$50,000.00	$50,000.00	$50,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$15,000.00	$15,000.00	$15,000.00
Total of All Lump Sum Bid Items	$1,025,000.00	$1,139,304.00	$339,000.00	$344,000.00	$254,254.00	$698,097.00	$548,237.00	$458,000.00	$716,000.00	$471,650.00	$666,000.00	$31,832.00	$247,000.00	$223,000.00
Total Bid as Written on Bid Form	$1,025,000.00	$1,139,304.00	$339,000.00	$344,000.00	$254,254.00	$698,097.00	$548,237.00		$716,000.00	$471,650.00	$666,000.00	$183,329.00	$247,000.00	$223,000.00
Addenda Received	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓
Bid Security	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond
Qualification Statement	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
List of Subcontractors & Suppliers		✓				✓						✓		
Non-Collusive Bidders Certification	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Affidavit of Workers Compensation	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Iranian Energy Sector Divestment	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

SENT VIA E-MAIL ONLY

Ross Olivieri
Regional Operations Manager
E-J Electric Installation Co.
5 Jeanne Drive
Suite 1
Newburgh, NY 12550

Arcadis of New York, Inc.
646 Plank Road
Suite 100
Clifton Park, NY 12065
United States
Phone: 518 250 7300
www.arcadis.com

Date: November 18, 2024
Our Ref: 30183827
Subject: City of Newburgh – Bid #7-24
WWTP Administration Building Renovation

Dear Mr. Olivieri,

E-J Electrical Installation Co. (E-J) is the apparent low bidder for the Electrical Contract for the above referenced project. After reviewing E-J's bid it became apparent that Addendum 1 was not acknowledged. Addendum 1 was an administrative addendum issued by the Owner (City of Newburgh) to add correct the e-mail address in which communications were to be sent for bidding on the BidNet website, and it did not impact the bid documents. Could E-J please acknowledge this addendum and confirm that Addendum 1 does not change your bid price? If you have any questions, please do not hesitate to contact me.

Sincerely,
Arcadis of New York, Inc.



A.J. Brooks
Principal Engineer

Email: a.j.brooks@arcadis.com
Direct Line: 518.250.7374

CC. A. Spinelli, City of Newburgh

Outlook

RE: City of Newburgh Bid# 7-24 - WWTP Administration Building Renovation Project

From Carlos A Flores <cflores@ej1899.com>
Date Wed 2024-11-20 8:20 AM
To Brooks, AJ <A.J.Brooks@arcadis.com>
Cc Kimberly Tinelli <ktinelli@ej1899.com>; Ty L Stein <tstein@ej1899.com>

Arcadis Warning: Exercise caution with email messages from external sources such as this message. Always verify the sender and avoid clicking on links or scanning QR codes unless certain of their authenticity.

Aj,

How are you, my apologies, we formally acknowledge Addendum 1 and confirm it does not change our price. As you stated there were no impacts or changes per addendum 1, just an admin letter, thank you.

Thank you,

Carlos A Flores
Divisional Chief Estimator
Hudson Valley/Albany/Westchester
Cell: 845-320-6265
ej1899.com

From: Brooks, AJ <A.J.Brooks@arcadis.com>
Sent: Wednesday, November 20, 2024 8:07 AM
To: Carlos A Flores <cflores@ej1899.com>
Subject: [EXT] Fw: City of Newburgh Bid# 7-24 - WWTP Administration Building Renovation Project

[ATTENTION] This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Mr. Flores,

Please see the attached letter pertaining to the above referenced project.

Thanks,
AJ

A.J. Brooks, PE
Principal Engineer
Arcadis of New York, Inc.
T +1 518 250 7374

From: Brooks, AJ
Sent: Monday, November 18, 2024 10:23 AM
To: rolivieri@ej1899.com <rolivieri@ej1899.com>
Cc: Spinelli, Allison <aspinelli@cityofnewburgh-ny.gov>
Subject: City of Newburgh Bid# 7-24 - WWTP Administration Building Renovation Project

Mr. Olivieri,

Please find attached a letter pertaining to the above referenced project. Please contact me with any questions.

Thanks,
AJ

**** Please Note New Address*****

A.J. Brooks, PE
Principal Engineer
Arcadis of New York, Inc.
646 Plank Road, Suite 100 | Clifton Park, NY | 12065 | USA
T +1 518 250 7374
www.arcadis.com

ARCADIS

Professional Registration / PR-NY, #098840

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JOE LOMBARDO

PLUMBING & HEATING OF ROCKLAND, INC.

Rockland County Plumbing License # 1000 *Rockland County Cooling License #1468*
Westchester County Plumbing License # 460 *New Jersey Plumbing License #12702*

November 21, 2024

A.J. Brooks, PE
Principal Engineer
Arcadis of New York, Inc.
646 Plank Road, Suite 100
Clifton Park, NY 12065

RE: City of Newburgh Wastewater Treatment Plan Admin Building Renovation

We are respectfully withdrawing our bid for the above-referenced project without prejudice due to a mathematical error.

Sincerely,

Ronald J. Lombardo
President

321 SPOOK ROCK RD • SUFFERN, NY 10901
PHONE: 845-357-6537 • FAX: 845-357-8529
EMAIL:info@josephlombardo.com • WEBSITE: www.josephlombardo.com

RESOLUTION NO.: _____ - 2024

OF

DECEMBER 9, 2024

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH DJ HEATING & AIR CONDITIONING, INC. FOR THE HVAC CONSTRUCTION OF THE WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING REHAHBILITATION PROJECT IN AN AMOUNT NOT TO EXCEED $458,000.00

WHEREAS, on April 23, 2023, a broken pipe in the basement caused significant damage to the Primary Pump Room at the City of Newburgh Wastewater Treatment Plant ("WWTP"); and

WHEREAS, the City of Newburgh has duly advertised for bids for the HVAC construction of the WWTP Administration Building Rehabilitation Project; and

WHEREAS, bids have been duly received and opened and DJ Heating & Air Conditioning, Inc. is the low bidder with a bid amount of $458,000.00; and

WHEREAS, funding for such project shall be derived from G.8130.0200 Equipment/Infrastructure;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the HVAC construction of the WWTP Administration Building Rehabilitation Project be and it hereby is awarded to DJ Heating & Air Conditioning, Inc. in an amount not to exceed $458,000.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

Todd Venning
City Manager/CEO

CITY OF NEWBURGH

FINANCE DEPARTMENT
Bureau of Purchase and Supply
83 Broadway, Newburgh, New York 12550
(845) 569-7320 • www.cityofnewburgh-ny.gov

Todd Venning (CFO)
Director of Finance

Janice Gaston
City Comptroller

Robert VanVlack
City Purchasing Agent

Solicitation #7.24 Results

HVAC Construction (Contract 3-H)

Invitation for Bids (IFB)
For
Wastewater Treatment Plant (WWTP) Admin Building Renovation

Opening: 11/7/2024 (11:00 to 11:30 a.m.) @ City Hall Council Chambers, 83 Broadway, Newburgh, NY

Attendees:

- Robert Van Vlack, City Purchasing Agent (Witness)
- Stephanie Hayden, Account Clerk (Recorder)
- Allison Spinelli, Engineering (Department Representative)

The bids below were received in compliance with the solicitation closing of 11:00 a.m. November 7, 2024.

Vendor	Receipt	Unofficial Total of Lump Sums Bid
J LOMBARDO PLUMBING & HEATING	11/7/2024 9:52 A.M.	$698,097.00
S & O CONSTRUCTION	11/7/2024 9:47 A.M.	$548,237.00
DJ HEATING & AIR	11/7/2024 10:27 A.M.	$458,000.00
TMB SERVICE	11/7/2024 10:53 A.M.	$716,000.00
MDS HVAC	11/7/2024 10:54 A.M.	$471,650.00
S & L PLUMBING	11/7/2024 10:57 A.M.	$666,000.00

BID FORM

City of Newburgh
Wastewater Treatment Plant (WWTP) Admin Building Renovation – HVAC Construction
(Contract 3-H)
Bid No. 7.24

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	**10/03/2024**
2	**10/29/2024**

Addendum No.	Addendum Date

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 reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to 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 HVAC Construction	$ **433,000**

Item No.	**Allowances**	
2	Lump Sum Contingency Allowance	$ 25,000

Total of Lump Sums = Total Bid Price $ **458,000**

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. Workers' Compensation Affidavit.

F. Iranian Energy Sector Divestment Form.

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:

BIDDER: [Indicate correct name of bidding entity]

DJ Heating & Air Conditioning, Inc.

By: [Signature] _____

[Printed name] **John Nolterieke - President**

(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] **David Corts**

Title: **Vice-President**

Submittal Date: **November 7, 2024**

Address for giving notices:

DJ Heating & Air Conditioning, Inc.

1409 Route 9W

Marlboro, NY 12542

Telephone Number: **(845) 236-4436**

Fax Number: _____

Contact Name and e-mail address: **Vinny Pomarico - Chief Estimator**

cad@djhvac.com

Bidder's License No.: _____
(where applicable)

+ + END OF BID FORM + +

BID BOND

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

BIDDER *(Name and Address)*: **DJ Heating & Air Conditioning, Inc.**
1409 Route 9W
Marlboro, NY 12542

SURETY *(Name, and Address of Principal Place of Business)*:
Swiss Re Corporation Solutions America Insurance Corportion
1200 Main Street, Suite 800
Kansas City, MO 64105

OWNER *(Name and Address)*: **City of Newburgh**
83 Broadway
Newburgh, NY 12250

BID

Bid Due Date: 11/7/2024

Description *(Project Name— Include Location)*: **Wastewater Treatment Plan (WWTP)**
Admin Building Renovation Bid No. 7.24
2 Renwick Street, Newburgh, NY, 12550

BOND

Bond Number: N/A-Bid Bond

Date: 11/7/2024

Penal sum *** Five Percent [5%] of Amount Bid *** (Words) $ ***5% of Bid*** (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	**SURETY**
DJ Heating & Air Conditioning, Inc. (Seal)	Swiss Re Corporation Solutions America Insurance Corportion (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
John Nolterieke	Diana Toledo
Print Name	Print Name
President	Attorney-in-Fact
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Witness	Witness
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JEFFREY P. DELDIN, SCOTT HAINEY, DIANA TOLEDO, CHRISTOPHER GREENE, and RAEGAN GUGLIELMO

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INS CORP CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INS CORP CORPORATE SEAL MISSOURI

By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 29TH day of APRIL, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

YASMIN A. PATEL
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 28, 2023

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7 day of NOV, 2024

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

Swiss Re
Corporate Solutions
SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

1450 American Lane, Suite 1100, SCHAUMBURG, ILLINOIS 60173
800/338-0753

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION
A Missouri Corporation

BALANCE SHEET AS OF DECEMBER 31, 2023
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS		**LIABILITIES**	
Cash	730,164,557	Reserve for Unearned Premiums	276,334,609
Bonds	1,444,904,017	Reserve for Losses and Loss Adjustment Expenses	776,256,136
Common Stock	300,203,129	Funds Withheld	150,819,630
Other Invested Assets	0	Taxes and Other Liabilities	811,407,215
Other Admitted Assets	745,946,601	Surplus	1,206,400,714
TOTAL ADMITTED ASSETS	3,221,218,304	**TOTAL LIABILITIES & POLICYHOLDERS' SURPLUS**	3,221,218,304

The undersigned, being duly sworn, says: That he is Vice President of Swiss Re Corporate Solutions America Insurance Corporation, Kansas City, Missouri that said company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Missouri and authorized to do business in the State of New York and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2023.

Erik Janssens, Senior Vice President
Swiss Re Corporate Solutions America Insurance Corporation

Subscribed and sworn before me,
this 26th day of March, 2024

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No. 978628
My Commission Expires September 26, 2027

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL:

STATE OF New York

COUNTY OF Ulster

On this 7th day of November, 2024 before me personally appeared John Notterieke, known to, me to be the President of DJ Heating + Air Conditioning Inc. the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

(SEAL)

Notary Public in the State of
County of

COURTNEY ROSE DEHN
Notary Public, State of New York
Registration NO. 01DE6282438
Qualified in Ulster County
My Commission Expires May 28, 20 25

ACKNOWLEDGMENT OF SURETY:

STATE OF New York

COUNTY OF Putnam

On this 7th day of November, 2024 before me personally appeared Diana Toledo, known to, me to be the Attorney-In-Fact of Swiss Re Corporate Solutions America Insurance Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

(SEAL) Raegan A. Guglielmo

Notary Public in the State of New York
County of Putnam

RAEGAN A. GUGLIELMO
Notary Public, State of New York
No. 01GU6270738O
Qualified in Putnam County
Term Expires 6/15/25

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 **7th** day of **November 2024**

Signature

John Nolterieke - President
Title

DJ Heating & Air Conditioning, Inc.
Company Name

Notary Public

COURTNEY ROSE DEHN
Notary Public, State of New York
Registration NO. 01DE6282438
Qualified in Ulster County
My Commission Expires May 28, 20

DOCUMENT 00 45 20

AFFIDAVIT - WORKERS' COMPENSATION

STATE OF: **New York**)

) SS:

County of: **Ulster**)

I, **John Nolterieke** of the Town, Village, City of **Kingston**

in the County of **Dutchess** 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 **DJ Heating & Air Conditioning, Inc.**

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

DJ Heating & Air Conditioning, Inc.

Contractor Name

Subscribed and sworn to **John Nolterieke** — **President**

Name of Affiant — *Title of Affiant*

Signature of Affiant (in blue ink)

before me this **7th** day of **November**, 20**24**

Affix Notary Seal or Stamp below

Notary Public of Ulster Co.

My commission expires: 5-28-25

Notary Signature:

COURTNEY ROSE DEHN
Notary Public, State of New York
Registration NO. 01DE6282438
Qualified in Ulster County
My Commission Expires May 28, 2025

This Affidavit must be completed by all Bidders

DOCUMENT 00 45 21

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: **John Nolterieke** Title: **President**

Signature: 

Date: **11//07/2024** Company Name: **DJ Heating & Air Conditioning, Inc.**

Subscribed and sworn to **David Corts** **Vice-President**

Name of Affiant *Title of Affiant*

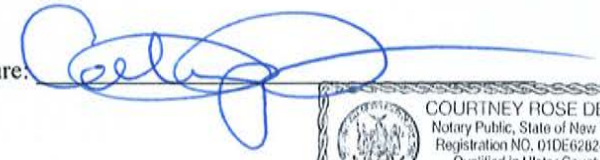


Signature of Affiant (in blue ink)

before me this **7th** day of **November**, 20**24** *Affix Notary Seal or Stamp below*

Notary Public of Ulster Co.

My commission expires: 5-28-25

Notary Signature: 

This Affidavit must be completed by all Bidders

D. J. Heating & Air Conditioning, Inc.

1409 Route 9W – Marlboro, NY 12542

845-236-4436

CERTIFIED COPY OF RESOLUTION OF

OF BOARD OF DIRECTORS OF

D. J. HEATING & AIR CONDITIONING, INC.

Resolved that John Nolterieke, President of D. J. Heating & Air Conditioning, Inc., is authorized to sign on behalf of this corporation, for the City of Newburgh Wastewater Treatment Plant (WWTP) Admin Building Renovation.

The foregoing is true and correct copy of the resolution adopted by D. J. Heating & Air Conditioning, Inc. at a meeting of its Board of Directors held on the _7th__day of _November___2024.

By: _____
David Corts, Vice-President/Secretary

(SEAL)

Subscribed and sworn to before me this

7th Day of November,2024

_____
Notary

COURTNEY ROSE DEHN
Notary Public, State of New York
Registration NO. 01DE6282438
Qualified in Ulster County
My Commission Expires May 28, 20__

QUALIFICATIONS STATEMENT

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

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(202) 347-7474
www.acec.org

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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: **DJ Heating & Air Conditioning, Inc.**

   Address: **1409 Route 9W**

   Marlboro, NY 12542

2. **SUBMITTED TO:** **City Comptroller City of Newburgh**

3. **SUBMITTED FOR:** **Bid No. 7.24 Wastewater Treatment Plant (WWTP) Admin Building Renovation**

   Owner: **City Comptroller City of Newburgh**

   Project Name: **Wastewater Treatment Plant (WWTP) Admin Building Renovation**

   TYPE OF WORK: **HVAC Construction Contract 3-H**

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: **Vinny Pomarico**

   Title: **Chief Estimator**

   Phone: **(845) 236-4436**

   Email: **cad@djhvac.com**

EJCDC® C-451, Qualifications Statement.
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5. **AFFILIATED COMPANIES:**

Name: N/A

Address:

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: N/A

Doing Business As:

Date of Organization:

☐ PARTNERSHIP

Date of Organization: N/A

Type of Partnership:

Name of General Partner(s):

☒ CORPORATION

State of Organization: New York

Date of Organization: 1972

Executive Officers:

- President: John Nolterieke
- Vice President(s): David Corts
- Treasurer: John Nolterieke
- Secretary: David Corts

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☐ LIMITED LIABILITY COMPANY

State of Organization: N/A

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: N/A

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

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7. **LICENSING**

Jurisdiction: **Town of Poughkeepsie**

Type of License: **Heating Contractor**

License Number: **19**

Jurisdiction: **City of Poughkeepsie**

Type of License: **Gas & Oil**

License Number: **75 & 73**

8. **CERTIFICATIONS**

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: **N/A** _____

Small Business Enterprise: _____

Other (_____): _____

9. **BONDING INFORMATION**

Bonding Company: **Swiss Re Corporation Solutions America Insurance Corporation**

Address: **1200 Main St, Suite 800**

Kansas City, MO 64105

Bonding Agent: **World Insurance Associates LLC**

Address: **616 Clock Tower Commons**

Brewster, NY 10509

Contact Name: **Diana Toledo**

Phone: **845-279-5151**

Aggregate Bonding Capacity: **See attached letter from World Insurance**

Available Bonding Capacity as of date of this submittal: **See attached**

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10. FINANCIAL INFORMATION

Financial Institution: **Riverside Bank a Division of Salisbury Bank & Trust Compan**

Address: **801 Auto Park Place**

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 **Will provide upon low bid/award**

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 wwner'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.

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12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: **Dominic Zaccheo**

Include the following as attachments: **Will provide upon low bid/award**

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.

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	**24/25**	EMR	**.94**
YEAR	**23/24**	EMR	**.74**
YEAR	**22/23**	EMR	**.82**
YEAR	**21/22**	EMR	**.82**
YEAR	**20/21**	EMR	**.81**

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

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

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Will provide upon low bid/award

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

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

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	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

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

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

NAME OF ORGANIZATION: **DJ Heating & Air Conditioning, Inc.**

BY: _____

TITLE: **John Nolterieke - President**

DATED: **11/07/2024**

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS **7th** DAY OF **November**, 20**24**

NOTARY PUBLIC - STATE OF **New York**

MY COMMISSION EXPIRES: 5-28-2025

COURTNEY ROSE DEHN
Notary Public, State of New York
Registration NO. 01DE6282438
Qualified in Ulster County
My Commission Expires May 28, 2025

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.

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SCHEDULE A **See Attached**

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B **See Attached**

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
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B **See Attached**

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
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
6000 SF Fabrication shop			
6000 SF Warehouse and storage			
Coil Line Machine for straight duct			
Computerized plasma fitting cutter			
Shears, brakes, automated duct lining equipment, etc.			

+ + END OF QUALIFICATIONS STATEMENT + +

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D.J. Heating & Air Conditioning, Inc.

Statement of Qualifications

List of major equipment and facilities:

- 6000 SF Fabrication shop
- 6000 SF Warehouse and storage
- Coil Line Machine for straight duct
- Computerized plasma fitting cutter
- Shears, brakes, automated duct lining equipment, etc.

Complete service and maintenance department:

- Fully stocked service vehicles
- 1200 SF state of the art parts and inventory department
- 24-hour emergency service capability
- Radio dispatched trucks
- Computerized service history, scheduling and inventory control
- 1300 SF training facility

Complete in house installation department:

- 1800 SF Office space
- Fully stocked and tooled installation vehicles
- Full in-house shop drawing capability
- Personnel lifts, duct lifts, etc.

Safety program and training:

- Complete hazard communications program in place
- NYS Sharp program certified

Background and Experience of Principal Members

John Nolterieke, President & Treasurer

David Corts, Vice President & Secretary

3 Client References:

Rondack Construction, Inc. - 5 Bingham Mills Road, Germantown, NY 12526
Suanne Decker - 518-537-9422

Billman Ross General Contractors, Inc. - 256 Bloomingburg Road, Middletown, New York 10940
Joe Gingras - 845-361-3649

Consigli Construction Co., Inc. - 50 Main Street, 3rd Floor, White Plains, NY 10606
Dan Fischer - 646-679-3500

3 Architect References:

Dutton Architecture, PLLC - 33 Canfield Street, Kingston, New York 12401
Coleen Tayntor - 845-339-2039

Liscum McCormack VanVoorhis Architects - 181 Church Street, Poughkeepsie, NY 12601
Raymond VanVoorhis - 845-452-2268

CPL - 26 IBM Road, Poughkeepsie, NY 12601
Jonathan DiRocco - 845-686-2301

D. J. Heating & Air Conditioning, Inc.

CLIENT REFERENCES

Rondack Construction, Inc.
5 Bingham Mills Road
Germantown, NY 12526
518-537-9422 Suanne Decker

Billman Ross General Contractors, Inc.
256 Bloomingburg Road
Middletown, New York 10940
845-361-3649 Joe Gingras

Consigli Construction Co., Inc.
50 Main Street, 3rd Floor
White Plains, NY 10606
646-679-3500 Dan Fischer

ARCHITECT REFERENCES

Dutton Architecture, PLLC
33 Canfield Street
Kingston, New York 12401
845-339-2039 Coleen Tayntor

Liscum McCormack VanVoorhis Architects
181 Church Street
Poughkeepsie, NY 12601
845-452-2268 Raymond VanVoorhis

CPL
26 IBM Road
Poughkeepsie, NY 12601
845-686-2301 Jonathan DiRocco

RECENTLY COMPLETED JOBS
MARCH 2024

D J Heating & Air Conditioning, Inc. (Recently Completed Jobs)

Updated 3/5/2024

		Total
Owner:	SPCA of Westchester	**$1,350.00**
Project:	SPCA Office Reno - Briarcliff Manor	
Construction Manager:	BBL Construction Services, LLC	
Contact:	Robert Kline	
Phone:	(518) 452-8200	
Completion Date:	3/5/2024	
Owner:		**$161,460.00**
Project:	Woodland Pond New Paltz	
Construction Manager:	Billman Ross	
Contact:		
Phone:		
Completion Date:	2/29/2024	
Owner:	Agri-Business Child Development	**$127,600.00**
Project:	ABCD Daycare - Middletown	
Construction Manager:	CCI Construction	
Contact:	Eric Savacool	
Phone:		
Completion Date:	2/29/2024	
Owner:		**$305,700.00**
Project:	Nuvance Med Practice Primary Care	
Construction Manager:	PTSC Northeast, Inc.	
Contact:	Zach Sawyer	
Phone:	914 290 4166	
Completion Date:	2/29/2024	
Owner:	Community Services Programs, Inc.	**$362,657.00**
Project:	DiMarco Place Senior PH 1 - Wappingers Falls	
Construction Manager:		
Contact:		
Phone:		
Completion Date:	2/29/2024	
Owner:	Community Services Programs, Inc.	**$441,060.00**
Project:	DiMarco Place Senior PH 2 - Wappingers Falls	
Construction Manager:		
Contact:		
Phone:		
Completion Date:	2/29/2024	

RECENTLY COMPLETED JOBS
MARCH 2024

Owner:	Opportunity Poughkeepsie	**$143,700.00**
Project:	35 Academy St Co-Work Space Poughkeepsie	
Construction Manager:	R.L BAXTER BUILDING CORP.	
Contact:		
Phone:		
Completion Date:	12/31/2023	

Owner:	Kingston City School District	**$1,273,260.00**
Project:	Kingston HS Main AC	
Construction Manager:	BBL Construction Services LLC	
Contact:		
Phone:		
Completion Date:	12/31/2023	

Owner:	Marshall 31 LLC	**$6,315.00**
Project:	CAPE Office Suite - Wappingers Falls	
Construction Manager:	Marshal 31 LLC	
Contact:		
Phone:		
Completion Date:	12/15/2023	

Owner:		**$541,350.00**
Project:	CIA Student Rec Ctr Bake Shop #9	
Construction Manager:	Consigli Construction Co., Inc.	
Contact:		
Phone:		
Completion Date:	11/30/2023	

Owner:		**$75,000.00**
Project:	Brown Zhou Pool House - New Paltz	
Construction Manager:		
Contact:		
Phone:		
Completion Date:	11/30/2023	

Owner:		**$14,675.00**
Project:	All Space Storage Furnaces - Highland	
Construction Manager:		
Contact:		
Phone:		
Completion Date:	11/21/2023	

RECENTLY COMPLETED JOBS
MARCH 2024

Owner:		**$4,450.00**
Project:	Better Fish Duct Fab - Hopewell Junction	
Construction Manager:		
Contact:		
Phone:		
Completion Date:	9/30/2023	

Owner:		**$30,860.00**
Project:	Middletown Medical - Ferndale	
Construction Manager:		
Contact:		
Phone:		
Completion Date:	9/30/2023	

Owner:		**$431,000.00**
Project:	Highland Residential Center WWTP	
Construction Manager:		
Contact:		
Phone:		
Completion Date:	9/30/2023	

Owner:		**$1,425.00**
Project:	Onteora CSD Curb Adaptors	
Construction Manager:		
Contact:		
Phone:		
Completion Date:	9/30/2023	

Owner:		**$23,184.00**
Project:	School Roof Work - Warwick/Middletown	
Construction Manager:		
Contact:		
Phone:		
Completion Date:	9/20/2023	

Owner:		**$44,988.67**
Project:	Mariapolis Luminosa - Dining Facility	
Construction Manager:		
Contact:		
Phone:		
Completion Date:	9/20/2023	

RECENTLY COMPLETED JOBS
MARCH 2024

Owner:	Quest Diagnostics	**$11,700.00**
Project:	Quest Diagnostics - Poughkeepsie	
Construction Manager:	Horizon Retail Construction	
Contact:	Mike Deane	
Phone:	262-865-6137	
Completion Date:	5/31/2023	

Owner:		**$126,550.00**
Project:	Henry Kaufmann Campgrounds PH3	
Construction Manager:		
Contact:		
Phone:		
Completion Date:	5/31/2023	

Owner:		**$738,000.00**
Project:	Webutuck Emergency Auditorium	
Construction Manager:		
Contact:		
Phone:		
Completion Date:	5/31/2023	

Owner:		**$655,585.00**
Project:	IFH Pine Street - Kingston	
Construction Manager:		
Contact:		
Phone:		
Completion Date:	4/28/2023	

Owner:		**$1,064,079.00**
Project:	Aspect Health West Nyack	
Construction Manager:		
Contact:		
Phone:		
Completion Date:	4/28/2023	

Owner:		**$163,854.00**
Project:	SUNY New Paltz Pedstrian Bridge	
Construction Manager:		
Contact:		
Phone:		
Completion Date:	4/28/2023	

RECENTLY COMPLETED JOBS
MARCH 2024

Owner:		**$1,204,274.00**
Project:	Millbrook Alumni & Pulling House	
Construction Manager:		
Contact:		
Phone:		
Completion Date:	2/28/2023	

Owner:	Williams Lumber, Inc	**$11,004.96**
Project:	William's Lumber - RTU-6 - Pleasant Val.	
Construction Manager:	Williams Lumber, Inc	
Contact:	Alex Morley	
Phone:	845-876-7011	
Completion Date:	2/27/2023	

Owner:	DIA Art Foundation	**$49,582.00**
Project:	DIA Beacon Learning Lab	
Construction Manager:	Storm King Group, Inc.	
Contact:	Bill Goodman	
Phone:	845-457-5552	
Completion Date:	2/28/2023	

Owner:	USAI LLC	**$51,650.00**
Project:	USAI Engineering Lab	
Construction Manager:	ISER Consulting, LLC	
Contact:	Kevin Goggin	
Phone:	845-219-5805	
Completion Date:	2/28/2023	

Owner:	LMV Realty LLC	**$12,925.45**
Project:	LMV Archtects - Church Street	
Construction Manager:	Liscum McCormack VanVoorhis Architects	
Contact:	Raymond VanVoorhis	
Phone:	845-452-2268	
Completion Date:	1/31/2023	

Owner:	Lucky Nail Spa II Inc.	**$19,500.00**
Project:	Lucky Nails - Poughkeepsie	
Construction Manager:	Lucky Nail Spa II Inc.	
Contact:	Minh Huynh	
Phone:	845-214-5567	
Completion Date:	1/31/2023	

RECENTLY COMPLETED JOBS
MARCH 2024

Owner:	Joyful Acres LLC	**$119,611.00**
Project:	Lasting Joy Brewery	
Construction Manager:	Rondack Construction, Inc.	
Contact:	Sueanne Decker	
Phone:	518-537-9422	
Completion Date:	5/31/2022	

Owner:	Village of Bronxville	**$428,000.00**
Project:	DPW Building Bronxville	
Construction Manager:	Folchetti & Associates	
Contact:	Julie Coulter	
Phone:	845-363-1560	
Completion Date:	5/31/2022	

Owner:	the Institute for Family Health	**$125,200.00**
Project:	Family Health Center - New Paltz	
Construction Manager:	the Institute for Family Health	
Contact:	Robert Aborlleile	
Phone:	212-633-0800	
Completion Date:	4/21/2022	

Owner:	Chapel of Sacred Mirrors	**$5,300.00**
Project:	Church of Sacred Mirrors	
Construction Manager:	Chapel of Sacred Mirrors	
Contact:	Brian James	
Phone:	413-320-9242	
Completion Date:	3/31/2022	

Owner:	Daniel Pierce Library	**$3,250.00**
Project:	Daniel Pierce Library	
Construction Manager:	Daniel Pierce Library	
Contact:		
Phone:	845-985-7233	
Completion Date:	3/31/2022	

Owner:	Archdiocese of New York	**$51,350.00**
Project:	Sacred Heart Church Suffern	
Construction Manager:	Sacred Heart Church	
Contact:	Christine Schnabel	
Phone:	845-357-0035	
Completion Date:	2/21/2022	

RECENTLY COMPLETED JOBS
MARCH 2024

Owner:		**$97,200.00**
Project:	Eastdale Village Bldg B	
Construction Manager:	Hudson Highlands Construction, LLC	
Contact:	Kyle Kirchhoff	
Phone:	845-635-2000	
Completion Date:	10/31/2021	

Owner:	Central Hudson Gas & Electric	**$28,255.00**
Project:	CHG&E Elevator Bldg 803	
Construction Manager:	Storm King Group, Inc.	
Contact:	Tom Ibarra	
Phone:	845-457-5552	
Completion Date:	10/31/2021	

Owner:	City of Hudson	**$26,800.00**
Project:	City of Hudson Pump Station	
Construction Manager:	Delaware Engineering	
Contact:		
Phone:	518-452-1290	
Completion Date:	8/31/2021	

Owner:	Town of New Windsor	**$43,000.00**
Project:	Caesar's Lane WWTP	
Construction Manager:	Town of New Windsor	
Contact:		
Phone:	845-563-4610	
Completion Date:	10/31/2021	

Owner:	Archdiocese of New York	**$69,417.00**
Project:	St. Gregory Barbarigo School	
Construction Manager:	Billman Ross & Associates	
Contact:		
Phone:	845-361-3649	
Completion Date:	10/31/2021	

Owner:	Putnam Valley CSD	**$1,223,268.00**
Project:	Putnam Valley Middle School	
Construction Manager:	Triton Construction	
Contact:		
Phone:	212-388-5700	
Completion Date:	8/31/2021	

RECENTLY COMPLETED JOBS
MARCH 2024

Owner:	Health Quest Systems Inc.	**$335,211.00**
Project:	VBMC Pharmacy	
Construction Manager:	RL Baxter	
Contact:	Mike Davis	
Phone:	845-471-1047	
Completion Date:	2/28/2021	

Owner:	Darren Henault Interiors	**$20,715.00**
Project:	Amenia Tent Gallery	
Construction Manager:	Rondack Construction, Inc.	
Contact:	Suanne Decker	
Phone:	518-537-9422	
Completion Date:	11/30/2020	

Owner:	LaGrange Association Library	**$32,324.00**
Project:	LaGrange Library-Phase 1	
Construction Manager:	Barone Construction Group, LLC	
Contact:	Joseph Barone	
Phone:	914-489-7082	
Completion Date:	10/31/2020	

Owner:	Oakwood Friends School	**$276,000.00**
Project:	Oakwood Friends Auditorium	
Construction Manager:	Rondack Construction, Inc.	
Contact:	Nick DiGugno	
Phone:	518-537-9422	
Completion Date:	9/28/2020	

Owner:	National Park Service WASO-WCP Contracting	**$575,000.00**
Project:	Rehabilitation of the Roosevelt Home HVAC	
Construction Manager:	RAAD Construction Group, LLC	
Contact:	Zachary Hicks	
Phone:	732-268-7744	
Completion Date:	12/31/2020	

Owner:	Valor Healthcare	**$95,050.00**
Project:	Kingston Community Based Outpatient Clinic	
Construction Manager:	SDB Contracting Services	
Contact:	Austin Schmidt	
Phone:	469-619-3753	
Completion Date:	8/19/2020	

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

Summary of Work-Related Injuries and Illnesses

Year 2021

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 injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

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 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	0	0	0
(G)	(H)	(I)	(J)

Number of Days

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

Injury and Illness Types

Total number of...	(M)		
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name: DJ HVAC, INC.

Street: 1409 ROUTE 9W

City: MARLBORO State: NEW YORK Zip: 12542

Industry description (e.g., Manufacture of motor truck trailers): SHEET METAL FABRICATION / INSTALLATION

Standard Industrial Classification (SIC), if known (e.g., SIC 3715): 3 1 4 4

OR North American Industrial Classification (NAICS), if known (e.g., 336212): 3 3 2 3 2 2

Employment information

Annual average number of employees: 31

Total hours worked by all employees last year: 59,057

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

Safety Director
Title

(914) 474-7566
Phone

1/7/2022
Date

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 58 minutes per response, including time to review the instruction, 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 aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

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

Summary of Work-Related Injuries and Illnesses

Year 2022

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 injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

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 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
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
95	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name: DJ HVAC, INC.

Street: 1409 ROUTE 9W

City: MARLBORO State: NEW YORK Zip: 12542

Industry description (e.g., Manufacture of motor truck trailers)
SHEET METAL FABRICATION / INSTALLATION

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
3 1 4 4

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
3 3 2 3 2 2

Employment information

Annual average number of employees: 33

Total hours worked by all employees last year: 61,066

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

Safety Director
Title

(914) 474-7566
Phone

1/7/2023
Date

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 58 minutes per response, including time to review the instruction, 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 aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 04/2004)

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 23

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	0	0	0
(G)	(H)	(I)	(J)

Number of Days

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

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(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 58 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 aspects 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: DJ HVAC, INC.

Street: 1409 ROUTE 9W

City: MARLBORO State: NY Zip: 12542

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

SHEET METAL FABRICATION / INSTALLATION

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

3 3 2 3 2 2

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

Annual average number of employees: 33

Total hours worked by all employees last year: 61,073.00

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: Donna Barbo Title: Safety Director

Phone: (914) 474-7566 Date: 1/11/2024

Reset

OSHA's Form 300 (Rev. 04/2004)

Log 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. 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 23

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

Form approved OMB no. 1218-0176

Please 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.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *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.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name DJHVAC

City MARLBORO State NY

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome:)				Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column:						
								Remained at Work						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 injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other record-able cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
					Page totals ▶	0	0	0	0	0	0	0	0	0	0	0	0
												(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Add a Form Page

Public reporting burden for this collection of information is estimated to average 14 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 aspects 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.

WORLD

March 26, 2024

To Whom It May Concern

RE: DJ Heating & Air Conditioning, Inc., 1409 Route 9W, Marlboro, NY 12542

Dear Sir or Madam:

At their request we are pleased to recommend to you our good Contractor DJ Heating & Air Conditioning, Inc.. We have been providing surety bonds to this firm for quite some time and consider them to be an excellent contractor.

The Swiss Re Corporate Solutions America Insurance Corporation underwrites the surety program written for DJ Heating & Air Conditioning, Inc.. The AM Best rating for Swiss Re Corporate Solutions America Insurance Corporation is A+ [Superior]. In the opinion of the surety and this agency, DJ Heating & Air Conditioning, Inc. is well qualified to undertake and successfully complete their projects. Currently, DJ Heating & Air Conditioning, Inc. has a working bonding line of credit with Swiss Re Corporate Solutions America Insurance Corporation for single jobs of $7,500,000 with an aggregate program of $15,000,000. The bonding company on a case-by-case basis always entertains larger single jobs and aggregate programs for this fine Contractor. Accordingly, this letter does not represent an assumption of liability, nor is it neither a bid nor a performance bond. This letter serves only as a bonding reference.

Swiss Re Corporate Solutions America Insurance Corporation holds a Certificate of Authority and is T-listed with the United States Department of the Treasury. Swiss Re Corporate Solutions America Insurance Corporation is also licensed to conduct business in the State of New York and is capable of issuing Performance and Labor and Material Bonds if awarded a specific project. Any final underwriting decision is at the sole discretion of Swiss Re Corporate Solutions America Insurance Corporation, which is based on company standard underwriting, procedures and receipt of current updated information.

We hope you will give every consideration in awarding projects to DJ Heating & Air Conditioning, Inc., and if we could be of any further assistance in its prequalification process, please give us a call.

Sincerely,

Diana Toledo
Attorney-in-Fact
Swiss Re Corporation Solutions America Insurance Corporation

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JEFFREY P. DELDIN, SCOTT HAINEY, DIANA TOLEDO, CHRISTOPHER GREENE, and RAEGAN GUGLIELMO

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA CORP CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INS CORP CORPORATE SEAL MISSOURI

By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 29TH day of APRIL, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

YASMIN A. PATEL OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires May 28, 2023

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26 day of March, 2024.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

Todd Venning
City Manager/CEO

CITY OF NEWBURGH

FINANCE DEPARTMENT
Bureau of Purchase and Supply
83 Broadway, Newburgh, New York 12550
(845) 569-7320 • www.cityofnewburgh-ny.gov

Todd Venning (CFO)
Director of Finance

Janice Gaston
City Comptroller

Robert VanVlack
City Purchasing Agent

Solicitation #7.24 - Award Recommendation

HVAC Construction (Contract 3-H) for Wastewater Treatment Plant (WWTP) Admin Building Renovation

Evaluation:

Vendor	Receipt	Unofficial Total of Lump Sums Bid
J LOMBARDO PLUMBING & HEATING	11/7/2024 9:52 A.M.	$698,097.00
S & O CONSTRUCTION	11/7/2024 9:47 A.M.	$548,237.00
DJ HEATING & AIR	11/7/2024 10:27 A.M.	$458,000.00
TMB SERVICE	11/7/2024 10:53 A.M.	$716,000.00
MDS HVAC	11/7/2024 10:54 A.M.	$471,650.00
S & L PLUMBING	11/7/2024 10:57 A.M.	$666,000.00

Bids Reviewed and Evaluated by:

1. Arcadis of New York
2. City of Newburgh Engineering Department
3. City of Newburgh Comptroller's Office

Recommendation:

DJ Heating & Air Conditioning, Inc. is the lowest responsive, responsible bidder. Bid price of $458,000.00 confirmed.

No active exclusions were found on SAM.gov for DJ Heating & Air Conditioning, Inc.

No NYS (DOL or WCB) debarments were found for DJ Heating & Air Conditioning, Inc.

Therefore, DJ Heating & Air Conditioning, Inc.is recommended for the award.

Robert Van Vlack

City Purchasing Agent

Mr. Jason Morris, PE
Commissioner of Public Works and City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

Arcadis of New York, Inc.
646 Plank Road
Suite 100
Clifton Park, NY 12065
United States
Phone: 518 250 7300
www.arcadis.com

Date: November 21, 2024
Our Ref: 30183827
Subject: Recommendation of Awards for
City of Newburgh Bid No. 7-24
WWTP Administration Building Renovation Project

Dear Mr. Morris,

Arcadis of New York, Inc. (Arcadis) has reviewed the Bids received by the City of Newburgh (City) on November 7, 2024, for Bid No. 7-24, WWTP Administration Building Renovation. Overall, there were 14 bids received for this multi-prime project. The breakdown of bids are as follows:

1. Contract 1-G, General Construction – 2 bids
2. Contract 2-E, Electrical Construction – 3 bids
3. Contract 3-H – HVAC Construction – 6 bids
4. Contract 4-P, Plumbing Construction – 3 bids

After reviewing the Bids, it has been determined that the Bidders were generally responsive in accordance with the Instructions to Bidders, except for a few minor Bid informalities that are not uncommon in municipal bidding. However, the apparent low bidders for Contract 2-E, Electrical Construction Contract 4-P, Plumbing Construction were found to have errors.

The low bidder for Contract 2-E, E-J Electric Installation Co.(E-J), failed to acknowledge Addendum No. 1. Addendum 1 was an administrative addendum issued by the Owner (City of Newburgh) to add correct the e-mail address in which communications were to be sent for bidding on the BidNet website, and it did not impact the bid documents. Arcadis sent a letter to E-J confirming their acknowledgement of Addendum No. 1 and that their Bid was still valid. E-J responded in the affirmative that they acknowledged Addendum No. 1 and that their bid was still valid.

The apparent low bidder for Contract 4-P, Joseph Lombardo Plumbing and Heating has a mathematical error on their Bid Form. They sent the attached letter withdrawing their bid. Therefore, the second low bidder S&L Plumbing and Heating Corp is the lowest responsive bidder.

The tabulated Bid results are enclosed for your convenience. The apparent low bidder and their total Bid price for the construction of each Contract are listed in Table 1 on the next page.

Mr. Jason Morris, PE
City of Newburgh
November 21, 2024

Table 1 - Recommendation of Award

Contract	Contractor	Bid Price
Contract 1-G, General Construction	Barone Construction Group	$1,025,000.00
Contract 2-E, Electrical Construction	E-J Electric Installation Co.	$254,254.00
Contract 3-H, HVAC Construction	DJ Heating & Air Conditioning, Inc.	$458,000.00
Contract 4-P, Plumbing Construction	S&L Plumbing and Heating Corp.	$223,000.00
	Total of All Contracts	**$1,960,254.00**

Based on the information presented herein, Arcadis recommends that the City consider awarding the multi prime contracts for Bid No. 7-24 to the Bidders as identified in Table 1 and for the Bid Price shown therein. The total project cost for Bid No. 7-24 is $1,960,254.00. If you have any further questions pertaining to this project, please do not hesitate to contact me at your earliest convenience so that we can be of further assistance.

Sincerely,
Arcadis of New York, Inc.



A.J. Brooks, PE
Principal Engineer

Email: a.j.brooks@arcadis.com
Direct Line: 518.250.7374

CC. A. Spinelli, City of Newburgh
S. McCorkell, Arcadis

Enclosures:
Bid Opening Report
Letter to E-J Electrical Construction Clarifying Bid and response
Letter to Joseph Lombardo Plumbing & Heating Clarifying Bid and response

BID OPENING REPORT

Arcadis of New York, Inc.
646 Plank Road, Suite 100
Clifton Park, New York 12065

Project Name: **Wastewater Treatment Plant Administration Building Renovation** Bid No. **7-24**
Location: **City of Newburgh, Orange County, New York**
Bid Opening Date and Time: **Thursday, November 7, 2024 at 11:00 AM** Read Aloud By: Bob VanVlack, Purchasing Agent Recorded By: Stephanie Hayden, Account Clerk Witnessed By: Allison Spinelli, Asst. City Engineer

Bid Results

Name of Bidder	Barone Construction Group, Inc.	Holt Construction Corp.	RLJ Electric Corp.	LBS 2020	E-J Electric Installation Co.	Joe Lombardo Plumbing & Heating	S&O Construction Services, Inc.	DJ Heating & Air	TM Brennan Service, Inc.	MDS HVAC-R, Inc.	S+L Plumbing & Heating	Joe Lombardo Plumbing & Heating	TM Brennan Service, Inc.	S+L Plumbing & Heating
Date/Time Received	11/7/24 10:30 AM	11/7/24 10:40 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/8/24 10:30 AM
Contract	1-G	1-G	2-E	2-E	2-E	3-H	3-H	3-H	3-H	3-H	3-H	4-P	4-P	4-P
Bid Item No.														
1	$950,000.00	$1,064,304.00	$289,000.00	$294,000.00	$204,254.00	$673,097.00	$523,237.00	$433,000.00	$691,000.00	$446,650.00	$641,000.00	$16,832.00	$232,000.00	$208,000.00
2	$75,000.00	$75,000.00	$50,000.00	$50,000.00	$50,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$15,000.00	$15,000.00	$15,000.00
Total of All Lump Sum Bid Items	$1,025,000.00	$1,139,304.00	$339,000.00	$344,000.00	$254,254.00	$698,097.00	$548,237.00	$458,000.00	$716,000.00	$471,650.00	$666,000.00	$31,832.00	$247,000.00	$223,000.00
Total Bid as Written on Bid Form	$1,025,000.00	$1,139,304.00	$339,000.00	$344,000.00	$254,254.00	$698,097.00	$548,237.00		$716,000.00	$471,650.00	$666,000.00	$183,329.00	$247,000.00	$223,000.00
Addenda Received	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓
Bid Security	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond
Qualification Statement	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
List of Subcontractors & Suppliers		✓				✓						✓		
Non-Collusive Bidders Certification	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Affidavit of Workers Compensation	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Iranian Energy Sector Divestment	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

SENT VIA E-MAIL ONLY

Ross Olivieri
Regional Operations Manager
E-J Electric Installation Co.
5 Jeanne Drive
Suite 1
Newburgh, NY 12550

Arcadis of New York, Inc.
646 Plank Road
Suite 100
Clifton Park, NY 12065
United States
Phone: 518 250 7300
www.arcadis.com

Date: November 18, 2024
Our Ref: 30183827
Subject: City of Newburgh – Bid #7-24
WWTP Administration Building Renovation

Dear Mr. Olivieri,

E-J Electrical Installation Co. (E-J) is the apparent low bidder for the Electrical Contract for the above referenced project. After reviewing E-J's bid it became apparent that Addendum 1 was not acknowledged. Addendum 1 was an administrative addendum issued by the Owner (City of Newburgh) to add correct the e-mail address in which communications were to be sent for bidding on the BidNet website, and it did not impact the bid documents. Could E-J please acknowledge this addendum and confirm that Addendum 1 does not change your bid price? If you have any questions, please do not hesitate to contact me.

Sincerely,
Arcadis of New York, Inc.



A.J. Brooks
Principal Engineer

Email: a.j.brooks@arcadis.com
Direct Line: 518.250.7374

CC. A. Spinelli, City of Newburgh

Outlook

RE: City of Newburgh Bid# 7-24 - WWTP Administration Building Renovation Project

From Carlos A Flores <cflores@ej1899.com>
Date Wed 2024-11-20 8:20 AM
To Brooks, AJ <A.J.Brooks@arcadis.com>
Cc Kimberly Tinelli <ktinelli@ej1899.com>; Ty L Stein <tstein@ej1899.com>

Arcadis Warning: Exercise caution with email messages from external sources such as this message. Always verify the sender and avoid clicking on links or scanning QR codes unless certain of their authenticity.

Aj,

How are you, my apologies, we formally acknowledge Addendum 1 and confirm it does not change our price. As you stated there were no impacts or changes per addendum 1, just an admin letter, thank you.

Thank you,

Carlos A Flores
Divisional Chief Estimator
Hudson Valley/Albany/Westchester
Cell: 845-320-6265
ej1899.com

From: Brooks, AJ <A.J.Brooks@arcadis.com>
Sent: Wednesday, November 20, 2024 8:07 AM
To: Carlos A Flores <cflores@ej1899.com>
Subject: [EXT] Fw: City of Newburgh Bid# 7-24 - WWTP Administration Building Renovation Project

[ATTENTION] This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Mr. Flores,

Please see the attached letter pertaining to the above referenced project.

Thanks,
AJ

A.J. Brooks, PE
Principal Engineer
Arcadis of New York, Inc.
T +1 518 250 7374

From: Brooks, AJ
Sent: Monday, November 18, 2024 10:23 AM
To: rolivieri@ej1899.com <rolivieri@ej1899.com>
Cc: Spinelli, Allison <aspinelli@cityofnewburgh-ny.gov>
Subject: City of Newburgh Bid# 7-24 - WWTP Administration Building Renovation Project

Mr. Olivieri,

Please find attached a letter pertaining to the above referenced project. Please contact me with any questions.

Thanks,
AJ

**** Please Note New Address*****

A.J. Brooks, PE
Principal Engineer
Arcadis of New York, Inc.
646 Plank Road, Suite 100 | Clifton Park, NY | 12065 | USA
T +1 518 250 7374
www.arcadis.com

ARCADIS

Professional Registration / PR-NY, #098840

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JOE LOMBARDO

PLUMBING & HEATING OF ROCKLAND, INC.

Rockland County Plumbing License # 1000 *Rockland County Cooling License #1468*
Westchester County Plumbing License # 460 *New Jersey Plumbing License #12702*

November 21, 2024

A.J. Brooks, PE
Principal Engineer
Arcadis of New York, Inc.
646 Plank Road, Suite 100
Clifton Park, NY 12065

RE: City of Newburgh Wastewater Treatment Plan Admin Building Renovation

We are respectfully withdrawing our bid for the above-referenced project without prejudice due to a mathematical error.

Sincerely,

Ronald J. Lombardo
President

321 SPOOK ROCK RD • SUFFERN, NY 10901
PHONE: 845-357-6537 • FAX: 845-357-8529
EMAIL:info@josephlombardo.com • WEBSITE: www.josephlombardo.com

RESOLUTION NO.: _____ - 2024

OF

DECEMBER 9, 2024

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH S&L PLUMBING AND HEATING CORP. FOR THE PLUMBING CONSTRUCTION OF THE WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING REHAHBILITATION PROJECT IN AN AMOUNT NOT TO EXCEED $223,000.00

WHEREAS, on April 23, 2023, a broken pipe in the basement caused significant damage to the Primary Pump Room at the City of Newburgh Wastewater Treatment Plant ("WWTP"); and

WHEREAS, the City of Newburgh has duly advertised for bids for the plumbing construction of the WWTP Administration Building Rehabilitation Project; and

WHEREAS, bids have been duly received and opened and S&L Plumbing and Heating Corp. is the lowest responsible bidder with a bid amount of $223,000.00; and

WHEREAS, funding for such project shall be derived from G.8130.0200 Equipment/Infrastructure;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the plumbing construction of the WWTP Administration Building Rehabilitation Project be and it hereby is awarded to S&L Plumbing and Heating Corp. in an amount not to exceed $223,000.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

Todd Venning
City Manager/CEO

CITY OF NEWBURGH

FINANCE DEPARTMENT
Bureau of Purchase and Supply
83 Broadway, Newburgh, New York 12550
(845) 569-7320 • www.cityofnewburgh-ny.gov

Todd Venning (CFO)
Director of Finance

Janice Gaston
City Comptroller

Robert VanVlack
City Purchasing Agent

Solicitation #7.24 Results

Plumbing Construction (Contract 4-P)

Invitation for Bids (IFB)
For
Wastewater Treatment Plant (WWTP) Admin Building Renovation

Opening: 11/7/2024 (11:00 to 11:30 a.m.) @ City Hall Council Chambers, 83 Broadway, Newburgh, NY

Attendees:

- Robert Van Vlack, City Purchasing Agent (Witness)
- Stephanie Hayden, Account Clerk (Recorder)
- Allison Spinelli, Engineering (Department Representative)

The bids below were received in compliance with the solicitation closing of 11:00 a.m. November 7, 2024.

Vendor	Receipt	Unofficial Total of Lump Sums Bid
J LOMBARDO PLUMBING & HEATING	11/7/2024 9:52 A.M.	Lump Sum Bid = $16,832 Contingency = $15,000 *Bid Error Total = 183,329 Bid Withdrawal Letter Issued by Joe Lombardo Plumbing & Heating
TMB SERVICE	11/7/2024 10:53 A.M.	$247,000.00
S & L PLUMBING	11/7/2024 10:57 A.M.	$223,000.00

JOE LOMBARDO

PLUMBING & HEATING OF ROCKLAND, INC.

Rockland County Plumbing License # 1000 *Rockland County Cooling License #1468*
Westchester County Plumbing License # 460 *New Jersey Plumbing License #12702*

November 21, 2024

A.J. Brooks, PE
Principal Engineer
Arcadis of New York, Inc.
646 Plank Road, Suite 100
Clifton Park, NY 12065

RE: City of Newburgh Wastewater Treatment Plan Admin Building Renovation

We are respectfully withdrawing our bid for the above-referenced project without prejudice due to a mathematical error.

Sincerely,

Ronald J. Lombardo
President

321 SPOOK ROCK RD • SUFFERN, NY 10901
PHONE: 845-357-6537 • FAX: 845-357-8529
EMAIL:info@josephlombardo.com • WEBSITE: www.josephlombardo.com

BID FORM

City of Newburgh
Wastewater Treatment Plant (WWTP) Admin Building– Plumbing Construction
(Contract 4-P)
Bid No. 7.24

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	10/03/0224
2	10/24/0224

Addendum No.	Addendum Date
-	-
-	-
-	-
-	-

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 reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to 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.	Two Hundred Eight Thousand Dollars and Zero Cents	
1	Lump Sum Bid Price for Plumbing Construction	$ 208,000.00

Item No.	**Allowances**	
2	Lump Sum Contingency Allowance	$ 15,000

Total of Lump Sums = Total Bid Price $ 223,000.00

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. Workers' Compensation Affidavit.

F. Iranian Energy Sector Divestment Form.

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:

BIDDER: [Indicate correct name of bidding entity]

S&L Plumbing and Heating Corp.

By: [Signature] _____

[Printed name] Michael Alonge

(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] Stephen Alonge

Title: Secretary

Submittal Date: November 7th, 2024

Address for giving notices:

145 Bedford Road, Suite 201,

Armonk, NY 10504

Telephone Number: 914-908-6990

Fax Number: 914-206-3640

Contact Name and e-mail address: Lenny Ricci

lricci@slplumbing.net

Bidder's License No.: _____

(where applicable)

++ END OF BID FORM ++

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QUALIFICATIONS STATEMENT

Prepared by

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

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(202) 347-7474
www.acec.org

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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: S&L Plumbing and Heating Corp.

   Address: 145 Bedford Road, Suite 201,
   Armonk, NY 10504

2. **SUBMITTED TO:** City of Newburgh Comptroller's Office

3. **SUBMITTED FOR:** Wastewater Treatment Plant (WWTP) Admin Building Renovation

   Owner: City of Newburgh

   Project Name: BID 7.24 for Wastewater Treatment Plant (WWTP) Admin Building Renovation

   TYPE OF WORK: Plumbing and Mechanical

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: Lenny Ricci

   Title: Chief Estimator

   Phone: 914-276-5221

   Email: lricci@slplumbing.net

EJCDC® C-451, Qualifications Statement.
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5. **AFFILIATED COMPANIES:**

Name: Not Applicable

Address: Not Applicable

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: 1986

Executive Officers:

- President: Salvatore Alonge
- Vice President(s): Michael Alonge
- Treasurer: _____
- Secretary: Stephen Alonge

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☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate 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: _____

_____

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7. **LICENSING**

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. **CERTIFICATIONS**

CERTIFIED BY:

Disadvantage Business Enterprise: Not Applicable

Minority Business Enterprise: Not Applicable

Woman Owned Enterprise: Not Applicable

Small Business Enterprise: Not Applicable

Other (_____): Not Applicable

9. **BONDING INFORMATION**

Bonding Company: Western Surety Company

Address: 151 N. Franklin Street

Chicago IL 60606

Bonding Agent: Laurajean Murtagh

Address: 151 N. Franklin Street

Chicago IL 60606

Contact Name: Laurajean Murtagh

Phone: (605) 336-0850.

Aggregate Bonding Capacity: 15 million

Available Bonding Capacity as of date of this submittal: 7 million

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10. FINANCIAL INFORMATION

Financial Institution: Tompkins Community Bank

Address: 1441 Route 22

Brewster NY 10509

Account Manager: Angela Vargas

Phone: 845-278-1016

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 wwner'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.

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12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: ALEX JELENEVSKY

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.

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	2019	EMR	0.85
YEAR	2020	EMR	0.84
YEAR	2021	EMR	0.83
YEAR	2022	EMR	0.77
YEAR	2023	EMR	0.73

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

YEAR	2019	TRFR	N/A
YEAR	2020	TRFR	N/A
YEAR	2021	TRFR	N/A
YEAR	2022	TRFR	N/A
YEAR	2023	TRFR	N/A

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

YEAR	2019	TOTAL NUMBER OF MAN-HOURS	-
YEAR	2020	TOTAL NUMBER OF MAN-HOURS	-
YEAR	2021	TOTAL NUMBER OF MAN-HOURS	-
YEAR	2022	TOTAL NUMBER OF MAN-HOURS	-
YEAR	2023	TOTAL NUMBER OF MAN-HOURS	-

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	-	DART	-
YEAR	-	DART	-
YEAR	-	DART	-
YEAR	-	DART	-
YEAR	-	DART	-

13. EQUIPMENT:

MAJOR EQUIPMENT:

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

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

NAME OF ORGANIZATION: S&L Plumbing and Heating Corp.

BY: Michael Alonge

TITLE: Senior Vice President

DATED: 11/07/2024

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 7th DAY OF November, 2024

JACLYN MAYO
Notary Public - State of New York
NO. 01MA0013714
Qualified in Putnam County
My Commission Expires Sep 22, 2027

NOTARY PUBLIC - STATE OF New York
MY COMMISSION EXPIRES: September 22, 2027

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.

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SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

PLEASE SEE ATTACHED

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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
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

PLEASE SEE ATTACHED

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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
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

PLEASE SEE ATTACHED

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
NONE	N/A	N/A	N/A

+ + END OF QUALIFICATIONS STATEMENT + +

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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 7th day of November

Signature

Senior Vice President
Title

S&L Plumbing and Heating Corp.
Company Name

J Mayo
Notary Public

JACLYN MAYO
Notary Public - State of New York
NO. 01MA0013714
Qualified in Putnam County
My Commission Expires Sep 22, 2027

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DOCUMENT 00 45 20

AFFIDAVIT - WORKERS' COMPENSATION

STATE OF: New York)

) SS:

County of: Putnam)

I, Michael Alonge of the Town, Village, City of North Salem

in the County of Westchester and the State of New York

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

I am Michael Alonge, an officer of the firm of S&L Plumbing and Heating Corp.

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

S&L Plumbing and Heating Corp.

Contractor Name

Subscribed and sworn to Stephen Alonge — Secretary

Name of Affiant — *Title of Affiant*

Signature of Affiant (in blue ink)

before me this 7th day of November, 20 24

Notary Public of Putnam County

My commission expires: September 22, 2027

Notary Signature: J Mayo

Affix Notary Seal or Stamp below

JACLYN MAYO
Notary Public - State of New York
NO. 01MA0013714
Qualified In Putnam County
My Commission Expires Sep 22, 2027

This Affidavit must be completed by all Bidders

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DOCUMENT 00 45 21

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: Michael Alonge Title: Senior Vice President

Signature: _____

Date: November 7th, 2024 Company Name: S&L Plumbing and Heating Corp.

Subscribed and sworn to Stephen Alonge (*Name of Affiant*) Secretary (*Title of Affiant*)

_____
Signature of Affiant (in blue ink)

before me this 7th day of November, 20 24

Affix Notary Seal or Stamp below

Notary Public of Putnam County

My commission expires: September 22, 2027

JACLYN MAYO
Notary Public - State of New York
NO. 01MA0013714
Qualified in Putnam County
My Commission Expires Sep 22, 2027

Notary Signature: J Mayo

This Affidavit must be completed by all Bidders

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

DAMAGES FORM

BID BOND

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

BIDDER *(Name and Address)*:
S & L Plumbing and Heating Corp.
145 Bedford Road, Suite 201
Armonk, NY 10504

SURETY *(Name, and Address of Principal Place of Business)*:
Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

OWNER *(Name and Address)*:
City Comptroller City of Newburgh
83 Broadway, 4th Floor
Newburgh, NY 12550

BID
Bid Due Date: November 7, 2024
Description *(Project Name— Include Location)*:
Wastewater Treatment Plant (WWTP) Admin Building Renovation - Plumbing Construction (Contract 4-P) Bid No. 7.24

BOND
Bond Number: N/A
Date: November 1, 2024
Penal sum Five Percent of Proposal Price (Words) $ (5% of P.P.) (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	**SURETY**
S & L Plumbing and Heating Corp. (Seal)	Western Surety Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By: Desiree Cardlin
Signature	Signature (Attach Power of Attorney)
Michael Gleason	Desiree Cardlin
Print Name	Print Name
Senior Vice President	Attorney-In-Fact
Title	Title
Attest:	Witness:
Signature	Signature
Secretary	Laurajean Murtagh, Surety Account Representative
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ACKNOWLEDGEMENT OF PRINCIPAL

IF A CORPORATION

STATE OF New York }
COUNTY OF Westchester }

On this 7th day of November 2024 before me personally appeared Stephen Alonge to me known, who, being by me duly sworn, did depose and say; that he/she resides at Brewster, NY, that he/she is the Secretary of S&L Plumbing and Heating, Corp., the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Jennifer Karyotakis
Notary Public

JENNIFER KARYOTAKIS
Notary Public - State of New York
No. 01KA0029478
Qualified in Putnam County
My Commission Expires 10/02/2028

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York }

COUNTY OF Nassau }

On this November 4, 2024, before me personally came Desiree Cardlin to me known, who, being by me duly sworn, did depose and say; that he/she resides in Suffolk County, State of New York that he/she is the Attorney-In-Fact of the Western Surety Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Western Surety Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving is as such; and that such certificate has not been revoked.

Notary Public

NY acknowledgement

CRISTINA PAGAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PA6389428
Qualified in Suffolk County
Commission Expires March 25, 2027

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas Bean, Gerard S Macholz, Susan Lupski, Camille Maitland, George O Brewster, Colette R Chisholm, Robert T Pearson, Dana Granice, Michelle Wannamaker, Desiree Cardlin, Vincent A Walsh, Katherine Acosta, Nelly Renchiwich, Karolynne Ramirez, Individually

of Uniondale, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of April, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of April, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of November, 2024.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2023

ASSETS

Bonds		$ 1,935,600,431
Stocks		15,281,696
Cash, cash equivalents, and short-term investments		36,335,353
Receivables for securities		14,770,000
Investment income due and accrued		18,185,645
Premiums and considerations		70,728,009
Amounts recoverable from reinsurers		4,459,042
Net deferred tax asset		18,202,272
Receivable from parent, subsidiaries, and affiliates		12,895,815
Other assets		157,742
Total Assets		$ 2,126,616,005

LIABILITIES AND SURPLUS

Losses		$ 247,328,673
Loss adjustment expense		56,340,495
Commissions payable, contingent commissions and other similar charges		13,245,319
Taxes, License and fees (excluding federal and foreign income taxes)		5,075,390
Federal and foreign income taxes payable		829,556
Unearned premiums		316,760,881
Advance premiums		6,183,112
Ceded reinsurance premiums payable (net of ceding commissions)		4,347,066
Amounts withheld or retained by company for account of others		3,094,680
Provision for reinsurance		157,388
Payable to parent, subsidiaries and affiliates		9,464
Other liabilities		(6,171)
Total Liabilities		$ 653,365,853

Surplus Account:		
Common stock	$ 4,000,000	
Gross paid in and contributed surplus	286,896,195	
Unassigned funds	1,182,353,957	
Surplus as regards policyholders		$ 1,473,250,152
Total Liabilities and Capital		$ 2,126,616,005

I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2023, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 14th day of March, 2024.

My commission expires:

YOLANDA JIMENEZ
OFFICIAL SEAL
Notary Public - State Of Illinois
My Commission Expires
September 24, 2025

By Yolanda Jimenez
Notary Public

REFERENCES

General Contractors:

MPCC Corp.
81 Rockdale Avenue
New Rochelle, NY 10801
(914) 636-0000 - Robert Dignelli

Infinity Contracting Services, Corp.
112-20 14th Avenue
College Point, NY 11356
(718) 762-3200 – George Wu

J Kokolakis Contracting, Inc.
202 E. Center Street
Tarpon Springs, FL 34689
(727) 942-2211 – Tom Ratliff

Citnalta Construction, Corp.
1601 Locust Avenue
Bohemia, NY 11716
(631) 563-1110 – Gary Yerganian

Architects, Engineers & Construction Manager

Arris Contracting Company, Inc.
189 Smith Street
Poughkeepsie, NY 12601
(845) 473-3600 – John P. Jackson

Savin Engineers
3 Campus Drive
Pleasantville, NY 10570
(914) 490-9102 - Joe Tola

Triton Construction
30 E 33rd Street, 11th Floor
New York, NY 10016
(516) 492-6867 - Stephen Brugee

The Palombo Group
106 Little Market Street, Suite A
Poughkeepsie, NY 12601
(845) 868-1239 – Jake Blosser

The Helmes Group, LLP
184 Katonah Avenue
Katonah, NY 10536
(914) 232-4633 – Peter Helems

Robert Stanziale, Architect, P.C.
270 North Avenue, Suite 402
New Rochelle, NY 10801
(914) 633-0070 – Robert Stanziale

Todd Venning
City Manager/CEO

CITY OF NEWBURGH

FINANCE DEPARTMENT
Bureau of Purchase and Supply
83 Broadway, Newburgh, New York 12550
(845) 569-7320 • www.cityofnewburgh-ny.gov

Todd Venning (CFO)
Director of Finance

Janice Gaston
City Comptroller

Robert VanVlack
City Purchasing Agent

Solicitation #7.24 - Award Recommendation

Plumbing Construction (Contract 4-P) for Wastewater Treatment Plant (WWTP) Admin Building Renovation

Evaluation:

Vendor	Receipt	Unofficial Total of Lump Sums Bid
J LOMBARDO PLUMBING & HEATING	11/7/2024 9:52 A.M.	$183,329.00
TMB SERVICE	11/7/2024 10:53 A.M.	$247,000.00
S & L PLUMBING	11/7/2024 10:57 A.M.	$223,000.00

Bids Reviewed and Evaluated by:

1. Arcadis of New York
2. City of Newburgh Engineering Department
3. City of Newburgh Comptroller's Office

Recommendation:

S&L Plumbing and Heating Corp. is the lowest responsive, responsible bidder. Bid price of $223,000.00 confirmed.

Joseph Lombardo Plumbing and Heating submitted a bid of $183,329.00. However, the submitted bid was withdrawn citing a mathematical error. Written correspondence received from Joseph Lombardo Plumbing and Heating withdrawing their bid is on file.

No active exclusions were found on SAM.gov for S&L Plumbing and Heating Corp.

No NYS (DOL or WCB) debarments were found for S&L Plumbing and Heating Corp.

Therefore, S&L Plumbing and Heating Corp. is recommended for the award.

Robert Van Vlack

City Purchasing Agent

Mr. Jason Morris, PE
Commissioner of Public Works and City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

Arcadis of New York, Inc.
646 Plank Road
Suite 100
Clifton Park, NY 12065
United States
Phone: 518 250 7300
www.arcadis.com

Date: November 21, 2024
Our Ref: 30183827
Subject: Recommendation of Awards for
City of Newburgh Bid No. 7-24
WWTP Administration Building Renovation Project

Dear Mr. Morris,

Arcadis of New York, Inc. (Arcadis) has reviewed the Bids received by the City of Newburgh (City) on November 7, 2024, for Bid No. 7-24, WWTP Administration Building Renovation. Overall, there were 14 bids received for this multi-prime project. The breakdown of bids are as follows:

1. Contract 1-G, General Construction – 2 bids
2. Contract 2-E, Electrical Construction – 3 bids
3. Contract 3-H – HVAC Construction – 6 bids
4. Contract 4-P, Plumbing Construction – 3 bids

After reviewing the Bids, it has been determined that the Bidders were generally responsive in accordance with the Instructions to Bidders, except for a few minor Bid informalities that are not uncommon in municipal bidding. However, the apparent low bidders for Contract 2-E, Electrical Construction Contract 4-P, Plumbing Construction were found to have errors.

The low bidder for Contract 2-E, E-J Electric Installation Co.(E-J), failed to acknowledge Addendum No. 1. Addendum 1 was an administrative addendum issued by the Owner (City of Newburgh) to add correct the e-mail address in which communications were to be sent for bidding on the BidNet website, and it did not impact the bid documents. Arcadis sent a letter to E-J confirming their acknowledgement of Addendum No. 1 and that their Bid was still valid. E-J responded in the affirmative that they acknowledged Addendum No. 1 and that their bid was still valid.

The apparent low bidder for Contract 4-P, Joseph Lombardo Plumbing and Heating has a mathematical error on their Bid Form. They sent the attached letter withdrawing their bid. Therefore, the second low bidder S&L Plumbing and Heating Corp is the lowest responsive bidder.

The tabulated Bid results are enclosed for your convenience. The apparent low bidder and their total Bid price for the construction of each Contract are listed in Table 1 on the next page.

Mr. Jason Morris, PE
City of Newburgh
November 21, 2024

Table 1 - Recommendation of Award

Contract	Contractor	Bid Price
Contract 1-G, General Construction	Barone Construction Group	$1,025,000.00
Contract 2-E, Electrical Construction	E-J Electric Installation Co.	$254,254.00
Contract 3-H, HVAC Construction	DJ Heating & Air Conditioning, Inc.	$458,000.00
Contract 4-P, Plumbing Construction	S&L Plumbing and Heating Corp.	$223,000.00
	Total of All Contracts	**$1,960,254.00**

Based on the information presented herein, Arcadis recommends that the City consider awarding the multi prime contracts for Bid No. 7-24 to the Bidders as identified in Table 1 and for the Bid Price shown therein. The total project cost for Bid No. 7-24 is $1,960,254.00. If you have any further questions pertaining to this project, please do not hesitate to contact me at your earliest convenience so that we can be of further assistance.

Sincerely,
Arcadis of New York, Inc.



A.J. Brooks, PE
Principal Engineer

Email: a.j.brooks@arcadis.com
Direct Line: 518.250.7374

CC. A. Spinelli, City of Newburgh
S. McCorkell, Arcadis

Enclosures:
Bid Opening Report
Letter to E-J Electrical Construction Clarifying Bid and response
Letter to Joseph Lombardo Plumbing & Heating Clarifying Bid and response

BID OPENING REPORT

Arcadis of New York, Inc.
646 Plank Road, Suite 100
Clifton Park, New York 12065

Project Name: **Wastewater Treatment Plant Administration Building Renovation** Bid No. **7-24**
Location: **City of Newburgh, Orange County, New York**
Bid Opening Date and Time: **Thursday, November 7, 2024 at 11:00 AM** Read Aloud By: Bob VanVlack, Purchasing Agent Recorded By: Stephanie Hayden, Account Clerk Witnessed By: Allison Spinelli, Asst. City Engineer

Bid Results

Name of Bidder	Barone Construction Group, Inc.	Holt Construction Corp.	RLJ Electric Corp.	LBS 2020	E-J Electric Installation Co.	Joe Lombardo Plumbing & Heating	S&O Construction Services, Inc.	DJ Heating & Air	TM Brennan Service, Inc.	MDS HVAC-R, Inc.	S+L Plumbing & Heating	Joe Lombardo Plumbing & Heating	TM Brennan Service, Inc.	S+L Plumbing & Heating
Date/Time Received	11/7/24 10:30 AM	11/7/24 10:40 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/7/24 10:30 AM	11/8/24 10:30 AM
Contract	1-G	1-G	2-E	2-E	2-E	3-H	3-H	3-H	3-H	3-H	3-H	4-P	4-P	4-P
Bid Item No.														
1	$950,000.00	$1,064,304.00	$289,000.00	$294,000.00	$204,254.00	$673,097.00	$523,237.00	$433,000.00	$691,000.00	$446,650.00	$641,000.00	$16,832.00	$232,000.00	$208,000.00
2	$75,000.00	$75,000.00	$50,000.00	$50,000.00	$50,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$15,000.00	$15,000.00	$15,000.00
Total of All Lump Sum Bid Items	$1,025,000.00	$1,139,304.00	$339,000.00	$344,000.00	$254,254.00	$698,097.00	$548,237.00	$458,000.00	$716,000.00	$471,650.00	$666,000.00	$31,832.00	$247,000.00	$223,000.00
Total Bid as Written on Bid Form	$1,025,000.00	$1,139,304.00	$339,000.00	$344,000.00	$254,254.00	$698,097.00	$548,237.00		$716,000.00	$471,650.00	$666,000.00	$183,329.00	$247,000.00	$223,000.00
Addenda Received	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓
Bid Security	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond
Qualification Statement	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
List of Subcontractors & Suppliers		✓				✓						✓		
Non-Collusive Bidders Certification	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Affidavit of Workers Compensation	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Iranian Energy Sector Divestment	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

SENT VIA E-MAIL ONLY

Ross Olivieri
Regional Operations Manager
E-J Electric Installation Co.
5 Jeanne Drive
Suite 1
Newburgh, NY 12550

Arcadis of New York, Inc.
646 Plank Road
Suite 100
Clifton Park, NY 12065
United States
Phone: 518 250 7300
www.arcadis.com

Date: November 18, 2024
Our Ref: 30183827
Subject: City of Newburgh – Bid #7-24
WWTP Administration Building Renovation

Dear Mr. Olivieri,

E-J Electrical Installation Co. (E-J) is the apparent low bidder for the Electrical Contract for the above referenced project. After reviewing E-J's bid it became apparent that Addendum 1 was not acknowledged. Addendum 1 was an administrative addendum issued by the Owner (City of Newburgh) to add correct the e-mail address in which communications were to be sent for bidding on the BidNet website, and it did not impact the bid documents. Could E-J please acknowledge this addendum and confirm that Addendum 1 does not change your bid price? If you have any questions, please do not hesitate to contact me.

Sincerely,
Arcadis of New York, Inc.



A.J. Brooks
Principal Engineer

Email: a.j.brooks@arcadis.com
Direct Line: 518.250.7374

CC. A. Spinelli, City of Newburgh

Outlook

RE: City of Newburgh Bid# 7-24 - WWTP Administration Building Renovation Project

From Carlos A Flores <cflores@ej1899.com>
Date Wed 2024-11-20 8:20 AM
To Brooks, AJ <A.J.Brooks@arcadis.com>
Cc Kimberly Tinelli <ktinelli@ej1899.com>; Ty L Stein <tstein@ej1899.com>

Arcadis Warning: Exercise caution with email messages from external sources such as this message. Always verify the sender and avoid clicking on links or scanning QR codes unless certain of their authenticity.

Aj,

How are you, my apologies, we formally acknowledge Addendum 1 and confirm it does not change our price. As you stated there were no impacts or changes per addendum 1, just an admin letter, thank you.

Thank you,

Carlos A Flores
Divisional Chief Estimator
Hudson Valley/Albany/Westchester
Cell: 845-320-6265
ej1899.com

From: Brooks, AJ <A.J.Brooks@arcadis.com>
Sent: Wednesday, November 20, 2024 8:07 AM
To: Carlos A Flores <cflores@ej1899.com>
Subject: [EXT] Fw: City of Newburgh Bid# 7-24 - WWTP Administration Building Renovation Project

[ATTENTION] This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Mr. Flores,

Please see the attached letter pertaining to the above referenced project.

Thanks,
AJ

A.J. Brooks, PE
Principal Engineer
Arcadis of New York, Inc.
T +1 518 250 7374

From: Brooks, AJ
Sent: Monday, November 18, 2024 10:23 AM
To: rolivieri@ej1899.com <rolivieri@ej1899.com>
Cc: Spinelli, Allison <aspinelli@cityofnewburgh-ny.gov>
Subject: City of Newburgh Bid# 7-24 - WWTP Administration Building Renovation Project

Mr. Olivieri,

Please find attached a letter pertaining to the above referenced project. Please contact me with any questions.

Thanks,
AJ

**** Please Note New Address*****

A.J. Brooks, PE
Principal Engineer
Arcadis of New York, Inc.
646 Plank Road, Suite 100 | Clifton Park, NY | 12065 | USA
T +1 518 250 7374
www.arcadis.com

ARCADIS

Professional Registration / PR-NY, #098840

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JOE LOMBARDO

PLUMBING & HEATING OF ROCKLAND, INC.

Rockland County Plumbing License # 1000 *Rockland County Cooling License #1468*
Westchester County Plumbing License # 460 *New Jersey Plumbing License #12702*

November 21, 2024

A.J. Brooks, PE
Principal Engineer
Arcadis of New York, Inc.
646 Plank Road, Suite 100
Clifton Park, NY 12065

RE: City of Newburgh Wastewater Treatment Plan Admin Building Renovation

We are respectfully withdrawing our bid for the above-referenced project without prejudice due to a mathematical error.

Sincerely,

Ronald J. Lombardo
President

321 SPOOK ROCK RD • SUFFERN, NY 10901
PHONE: 845-357-6537 • FAX: 845-357-8529
EMAIL:info@josephlombardo.com • WEBSITE: www.josephlombardo.com

RESOLUTION NO.: _____ - 2024

OF

DECEMBER 9, 2024

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 6G TO THE CONSTRUCTION CONTRACT WITH KUBRICKY CONSTRUCTION CORP. INCREASING THE CONTRACT AMOUNT BY $343,415.03 AND INCREASING THE TOTAL CONTRACT AMOUNT FROM $30,901,184.80 TO $31,244,599.83 IN THE NORTH INTERCEPTOR SEWER MAIN IMPROVEMENTS PROJECT

WHEREAS, by Resolution No. 48-2022 of March 14, 2022, the City Council of the City of Newburgh, New York awarded a bid to Kubricky Construction Corp. in the amount of $27,044,650.00 for the construction of the North Interceptor Sewer Main Improvements Project; and

WHEREAS, Kubricky Construction Corp. has submitted Change Order No. 6G contract adding $343,415.03 to the contract price for additional work performed as a result of unforeseen and unknown conditions; and

WHEREAS, the funding for Change Order No. 6G shall be derived from the City's allocation of American Rescue Plan Act funds; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 6G with Kubricky Construction Corp. increasing the total contract amount by $343,415.03 from $30,901,184.80 to $31,244,599.83 in the North Interceptor Sewer Main Improvements Project.

CHANGE ORDER NO.: 6G

Owner:	City of Newburgh	Owner's Project No.:	1.22
Engineer:	Arcadis of New York, Inc.	Engineer's Project No.:	30141834
Contractor:	Kubricky Construction Corp.	Contractor's Project No.:	2022006
Project:	North Interceptor Sewer Replacement		
Contract Name:	General Construction		
Date Issued:	November 12, 2024	Effective Date of Change Order:	

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

Description:

Due to unknown/unforeseen conditions the Contractor has completed the following items per the City's request:

1. Construction of two additional manholes, MH 62 and MH 36, was required in Ferry Crossing due to a conflict with an existing unknown private 8-inch water main and the proposed interceptor location. The total cost for this Work amounted to $31,076.09.
2. Full depth pavement restoration was required in portions of upper and lower Washington Street due to unforeseen existing utility conflicts and utility repairs. Total cost for this Work amounted to $57,074.28.
3. MH 45 needed to be modified in the field to accommodate the inlet of the existing 10-inch PVC sewer. This work included excavation, pipe installation, and a revised opening in the manhole. Total cost for this Work amounted to $17,362.07.
4. While installing MH 46 in the 2nd Street and Colden Street intersection, there was a conflict with the existing encased duct bank which is directly over the sewer line. The manhole and offset catch basin locations were adjusted. Total cost for this change amounted to $72,687.26.
5. It was discovered that existing CB 1052 had a broken roof slab during full depth reconstruction. This structure was cleaned and repaired. Total cost for this Work amounted to $4,687.63.
6. The concrete pavers at the southwest corner of South Street and Water Street, and a few locations on the east side of Water Street between South Street and Regal Bag, began to settle in the area where the new North Interceptor was constructed. The concrete pavers were removed and reset per a new detail provided in RFI #79, which included the addition of a geotextile fabric. Total cost for this change amounted to $29,652.93.
7. Field Order No. 21 was issued to abandon the 18" RCP oval pipe with approximately 17 cubic yards of flowable fill from Diversion Manhole B in the old 1st Street corridor to the manhole on Water Street. Total cost for this change amounts to $42,410.58.
8. A drop inlet was added to the Regal Bag Force Main at MH 116A to accommodate the flow from Regal Bag. Total cost for this change amounted to $2,803.80.
9. Due to the excessive surface runoff from roof leaders on the existing Stoneworks building, the Stoneworks slope had had to be repaired and restabilized. Total cost for this Work amounted to $37,647.49.
10. Limited use fill stockpiled on site was screened to remove debris and used under roads and sidewalk in accordance with NYCCR Part 360. Any debris from the screening were properly disposed. Total cost for this change amounts to $105,570.80.
11. Contaminated soils were encountered in Ferry Crossing. The original contract included 50 tons of contaminated soil disposal with the unit price of $205.00 per ton. An additional 693.62 tons of contaminated soil was disposed of, amounting to an additional $142,192.10.

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12. Closeout remaining unused monies in Unit Price Pay Items No. 6 Additional Waterline Relocation, No. 7 Sewer Lateral Reconnection, No. 8 Additional Decorative Sidewalk Replacement, No. 9 Additional Traditional Sidewalk Replacement, No. 11 Contaminated Soil, and No. 14 Bypass Pumping Watch Person for Wet Weather Events. Total amount of unused monies to be credited back to Owner amounts to $199,750.00.

Attachments:

Time and Material Tickets

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 27,044,650.00	Original Contract Times: Substantial Completion: 540 Ready for final payment: 570
Increase from previously approved Change Orders No. 1G to No. 5G: $ 3,856,534.80	Increase from previously approved Change Orders No.1 to No. 5: Substantial Completion: 280 Ready for final payment: 310
Contract Price prior to this Change Order: $ 30,901,184.80	Contract Times prior to this Change Order: Substantial Completion: 820 Ready for final payment: 880
Increase this Change Order: $ 343,415.03	**Increase** this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: $ 31,244,599.83	Contract Times with all approved Change Orders: Substantial Completion: 820 Ready for final payment: 880

Recommended by Engineer (if required)	Accepted by Contractor
By: A.J. Brooks, P.E.	
Title: Principal Engineer	
Date: 11/12/2024	
Authorized by Owner Per Res 2024-	Approved by Funding Agency (if applicable)
By: Todd Venning	
Title: City Manager and CEO	
Date:	

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RESOLUTION NO.: _____ - 2024

OF

DECEMBER 9, 2024

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 7G TO THE CONSTRUCTION CONTRACT WITH KUBRICKY CONSTRUCTION CORP. INCREASING THE CONTRACT AMOUNT BY $1,202,221.91 AND INCREASING THE TOTAL CONTRACT AMOUNT FROM $31,244,599.83 TO $32,446,821.74 IN THE NORTH INTERCEPTOR SEWER MAIN IMPROVEMENTS PROJECT

WHEREAS, by Resolution No. 48-2022 of March 14, 2022, the City Council of the City of Newburgh, New York awarded a bid to Kubricky Construction Corp. in the amount of $27,044,650.00 for the construction of the North Interceptor Sewer Main Improvements Project; and

WHEREAS, Kubricky Construction Corp. has submitted Change Order No. 7G contract adding $1,202,221.91 to the contract price for additional curb, sidewalk, utility and retaining wall work performed; and

WHEREAS, the funding for Change Order No. 7G shall be derived from the City's allocation of American Rescue Plan Act funds; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 7G with Kubricky Construction Corp. increasing the total contract amount by $1,202,221.91 from $31,244,599.83 to $32,446,821.74 in the North Interceptor Sewer Main Improvements Project.

CHANGE ORDER NO.: 7G

Owner:	City of Newburgh	Owner's Project No.:	1.22
Engineer:	Arcadis of New York, Inc.	Engineer's Project No.:	30141834
Contractor:	Kubricky Construction Corp.	Contractor's Project No.:	2022006
Project:	North Interceptor Sewer Replacement		
Contract Name:	General Construction		
Date Issued:	November 12, 2024	Effective Date of Change Order:	

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

Description:

The City of Newburgh requested additional scope items to improve the vehicular and pedestrian facilities within the North Interceptor Sewer Replacement project area. The Contractor has completed the following items per the City's request.

1. The granite curb to be constructed along Washington Place between Washington Street and Broadway was moved an additional 3.5 feet to the east of the existing curbline to provide parallel parking spaces and resolve a conflict with existing utility poles. This work includes the excavation, installation of fabric, subbase, sidewalk subbase, sidewalk, asphalt, and placement of topsoil. Total cost for this change amounts to $94,188.10.
2. The extent of full depth reconstruction of the Washington Street and Colden Street intersection was expanded due to additional utility work that was completed. This cost includes the materials and labor to provide the full reconstruction of these areas. Total cost for this change amounts to $41,169.39.
3. The curb on the east side of Colden Street from Lafayette Street to Washington Street was modified to include sidewalk, parallel parking, and a bump out. Total cost for this change amounts to $31,527.48.
4. The pavement limits on Washington Street were extended in both the east and west directions from the Colden / Washington Street intersection. Total cost for this change amounts to $106,323.52.
5. Test pits were required for the new concrete knee wall on the east side of Colden Street in front of the stone retaining wall between Lafayette Street and Washington Street. Total cost for this work amounts to $1,293.14.
6. A concrete knee wall was constructed on the east side of Colden Street in front of the stone retaining wall between Lafayette Street and Washington Street. Total cost including excavation, installation of an underdrain, stamping concrete, pressure washing and sealing the concrete is $170,138.49.
7. Approximately 312 LF of dyed and stamped sidewalk was installed on the west side of Colden Street from the Washington / Colden Street intersection to the Lafayette /Colden Street intersection. Total cost for this change amounts to $19,702.58.
8. The foundation of the flagpole at the intersection of Broadway and Colden Street was reinforced to make it more secure. Total cost for this change amounts to $4,854.70.
9. Additional sidewalk and curb work was requested at Broadway and Colden. The southwest corner at Broadway was removed and replaced, along with the concrete apron to the parking garage and sections of the sidewalk and curb near the parking garage. Total cost for this change amounts to $90,798.58.

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10. Full depth paving limits were extended to 2nd Street and to a portion of north Colden Street. Total cost for this change amounts to $79,891.15.
11. A total of 1,100 linear feet of additional sidewalk along Water Street was replaced. Total cost for this change amounts to $180,434.98.
12. Contractor was directed by RFCOP #13 to make improvements to the grading and drainage of Nicoll Street. Total cost for this change amounts to $98,823.75.
13. Contractor was directed by RFCOP#11 to add additional line striping and paving along Colden Street between S. Williams Street and Washington Street. Total cost for this change amounts to $62,608.07.
14. An existing broken electrical conduit was found during construction on Colden Street between Sta. 41+50 and 42+50. Contractor completed a repair to this conduit. Total cost for this change is $7,495.90.
15. The extent of milling and paving on Renwick Street, S. Williams Street and North Colden Street were extended. An additional section of full depth reconstruction was required on S. Williams along the south curb line and on Colden Street north of 2nd Street. Total cost for this change amounts to $138,130.26.
16. Additional sidewalk was added throughout project, which required sealing and caulking. Total cost for this change amounts to $8,403.83.
17. Additional signage was requested for the newly paved and striped portions of pavement per the response for RFI #91. Total cost for this change amounts to $2,366.75.
18. Rip rap was added to the drainpipe above the retaining wall on the slope at 48+00 per the final punch list. Total cost for this change amounts to $1,509.50.
19. Per NYSDOT requirements, two 360-degree signal cameras are to be installed at the intersection of Colden Street and Water Street. This Work was issued to the Contractor as WCD-06. Total cost for this change amounts to $49,980.65.
20. Additional pavement makings were added to areas where the pavement limits were extended. Total cost for this change amounts to $12,651.09.

Attachments:

- **Time and Material Tickets**

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Change in Contract Price	Change in Contract Times
Original Contract Price: $ 27,044,650.00	Original Contract Times: Substantial Completion: 540 Ready for final payment: 570
Increase from previously approved Change Orders No. 1G to No. 6G: $ 4,199,949.83	Increase from previously approved Change Orders No.1 to No. 6: Substantial Completion: 280 Ready for final payment: 310
Contract Price prior to this Change Order: $ 31,244,599.83	Contract Times prior to this Change Order: Substantial Completion: 820 Ready for final payment: 880
Increase this Change Order: $ 1,202,221.91	**Increase** this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: $ 32,446,821.74	Contract Times with all approved Change Orders: Substantial Completion: 820 Ready for final payment: 880

Recommended by Engineer (if required)	Accepted by Contractor
By: A.J. Brooks, P.E.	
Title: Principal Engineer	
Date: 11/12/2024	
Authorized by Owner Per Res 2024-	Approved by Funding Agency (if applicable)
By: Todd Venning	
Title: City Manager and CEO	
Date:	

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RESOLUTION NO.: _____ - 2024

OF

DECEMBER 9, 2024

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 8G TO THE CONSTRUCTION CONTRACT WITH KUBRICKY CONSTRUCTION CORP. INCREASING THE CONTRACT AMOUNT BY $5,291.23 AND INCREASING THE TOTAL CONTRACT AMOUNT FROM $32,446,821.74 TO $32,452,112.97 IN THE NORTH INTERCEPTOR SEWER MAIN IMPROVEMENTS PROJECT

WHEREAS, by Resolution No. 48-2022 of March 14, 2022, the City Council of the City of Newburgh, New York awarded a bid to Kubricky Construction Corp. in the amount of $27,044,650.00 for the construction of the North Interceptor Sewer Main Improvements Project; and

WHEREAS, Kubricky Construction Corp. has submitted Change Order No. 8G contract adding $5,291.23 to the contract price for curb repair resulting from a motor vehicle accident; and

WHEREAS, the funding for Change Order No. 8G shall be derived from restitution received from the motor vehicle accident claim identified as Claim No. 9YINY07635; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 8G with Kubricky Construction Corp. increasing the total contract amount by $5,291.23 from $32,446,821.74 to $32,452,112.97 in the North Interceptor Sewer Main Improvements Project.

CHANGE ORDER NO.: 8G

Owner:	City of Newburgh	Owner's Project No.:	1.22
Engineer:	Arcadis of New York, Inc.	Engineer's Project No.:	30141834
Contractor:	Kubricky Construction Corp.	Contractor's Project No.:	2022006
Project:	North Interceptor Sewer Replacement		
Contract Name:	General Construction		
Date Issued:	November 12, 2024	Effective Date of Change Order:	

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

Description:

The City of Newburgh requested additional scope items to improve the vehicular and pedestrian facilities within the North Interceptor Sewer Replacement project area. The Contractor has completed the following items per the City's request.

1. On July 22, 2024, a car accident occurred at the intersection of Colden Street and Broadway that damaged the previously installed granite curb. The total cost to repair/replace the damaged curb caused by the car accident amounted to $5,291.23.

Attachments:

- **T&M Ticket**

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 27,044,650.00	Original Contract Times: Substantial Completion: 540 Ready for final payment: 570
Increase from previously approved Change Orders No. 1G to No. 7G: $ 5,402,171.74	Increase from previously approved Change Orders No.1 to No. 7: Substantial Completion: 280 Ready for final payment: 310
Contract Price prior to this Change Order: $ 32,446,821.74	Contract Times prior to this Change Order: Substantial Completion: 820 Ready for final payment: 880
Increase this Change Order: $ 5,291.23	**Increase** this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: $ 32,452,112.97	Contract Times with all approved Change Orders: Substantial Completion: 820 Ready for final payment: 880

Recommended by Engineer (if required)		Accepted by Contractor
By:	A.J. Brooks, P.E.	
Title:	Principal Engineer	
Date:	11/12/2024	
Authorized by Owner	Per Res 2024-	Approved by Funding Agency (if applicable)
By:	Todd Venning	
Title:	City Manager and CEO	
Date:		

EJCDC® C-941, Change Order, Rev. 1
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8/2/24 - Curb Repair - 7/22 Accident																					
	0	HRs	Lab (F)	$ 128.09	$ -	Granite Curb	8	LF	$ 55.00	$ 440.00	4	Rack Truck	$ 53.93	$ 215.72							
	0	Hrs	Lab (F)-OT	$ 175.45	$ -	Class A Conc	2	CY	$ 225.00	$ 450.00	8	Pickup Truck	$ 16.11	$ 128.88							
	0	HRs	Lab-CL3	$ 103.96	$ -	5000psi bag	10	ea	$ 7.50	$ 75.00	8	Kobelco SK85 Excavator	$ 68.53	$ 548.24							
	0	HRs	Lab-CL3-OT	$ 137.50	$ -																
	16	HRs	Lab	$ 99.66	$ 1,594.56																
	0	HRs	Lab-OT	$ 132.81	$ -																
	0	HRs	Op (A)	$ 127.08	$ -																
	0	HRs	Op (A)-OT	$ 190.62	$ -																
	8	HRs	Op (LE)	$ 128.13	$ 1,025.04																
	0	HRs	Op (LE)-OT	$ 192.19	$ -																
Supervision - FE/PM/Super	1	HRS	-	$ 123.63	$ 123.63																
				Labor Total	$ 2,743.23				Material Total	$ 965.00			Equipment Total	$ 892.84					Subcontractor Subtotal	$ -	

Description: Replacement of Damaged Curb Section @ Broadway-Colden Intersection. Accident Occurred 7/22. Crew removed broken section and replaced with 8 FT Section

		Fee	5%
Cost Total	$ 4,601.07	Subcontractor Cost Total	$ -
Fee (15%)	$ 690.16		
Change Order Total	$ 5,291.23		
Change Order Total	$		5,291.23

Proposal Number: Curb Repair-7/22 Accident

Newburgh North Interceptor Replacement
DAILY RECORD OF EXTRA WORK

Contract No:	Contractor:	Item Number:	Work Description:	Date:
KCC # 2022006	Kubricky Construction Corp.		CURB REPAIR @ BROADWAY	8/2/24

LABOR

ID	Last Name, First Name	Trade & Group	Hours Regular	Hours Prem	Hours Total
1	MENESES, IVAN		8		0.00
2	SEAL, SHAWN		8		0.00
3	WALHA, STEVE		8		0.00
4					0.00
5					0.00
6					0.00
7					0.00
8					0.00
9					0.00
10					0.00
11					0.00
12					0.00
13					0.00
14					0.00
15					0.00
16					0.00

MATERIALS

Description	Units	Qty	Stock (Y/N)
5000 PSI BAG CONC	EA	10	
CURB CONC	CY	2	
GRANITE CURB MOUNTABLE	LF	8	

EQUIPMENT

ID	Description	Hours In Use	Hours Stndby
	PICKUP TRUCK	8	
	RACK TRUCK	4	
	KC 85 EXC	8	

SIGNATURE CONSTITUTES VERIFICATION OF TIME & MATERIAL ONLY, NOT OF VALIDITY FOR CLAIM PURPOSES OR PAYMENT

STATEMENT OF WORK ACCOMPLISHED :

CURB REPAIR FROM 7/22 ACCIDENT. CREW REMOVED BROKEN CURB. CUT NEW MOUNTABLE GRANITE SECTION SET ON DRY MIX. POUR CONC BACK/FRONT - REPAIR DONE

CERTIFICATION : - I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size, that material taken from stock as shown above is charged at fair market value, and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day.

Printed Name	Signature	Date	Printed Name	Signature	Date
JOHN CHICKELLI		8/2/24	Miranda Cordiale		8/12/24
Kubrick Construction Corp			Arcadis of New York, Inc.		

RESOLUTION NO.: _____ - 2024

OF

DECEMBER 9, 2024

A RESOLUTION APPROVING A CITY-OWNED TAX FORECLOSED PROPERTIES GENERAL LIABILITY INSURANCE POLICY AND MUNICIPAL INSURANCE POLICIES FOR THE PERIOD OF JANUARY 1, 2025 TO DECEMBER 31, 2025

WHEREAS, Arthur J. Gallagher of New York, Inc. has solicited a policy of City-owned tax foreclosed properties liability insurance coverage for the period January 1, 2025 to December 31, 2025; and

WHEREAS, on behalf of the City of Newburgh, Arthur J. Gallagher of New York, Inc. has solicited proposals for municipal insurance coverage for the fiscal year 2025 and has recommended a package of insurance coverage for municipal property and municipal liability insurance coverage for Fiscal Year 2025;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves a policy of insurance coverage for City-owned tax foreclosed properties for the term beginning January 1, 2025 through December 31, 2025 as set forth in the attached Insurance Proposal; and

BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the municipal insurance coverage for the term beginning January 1, 2025 through December 31, 2025 with the self-insured retention amounts and premium rates as set forth in the attached Insurance Proposal; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. to provide for insurance coverage, and third-party claims administration services, respectively, for the period of January 1, 2025 to December 31, 2025.

RESOLUTION NO.: _____ - 2024

OF

DECEMBER 9, 2024

A RESOLUTION DECLARING POLICE DEPARTMENT VEHICLES AND DEPARTMENT OF PUBLIC WORKS AND WATER DEPARTMENT VEHICLES AND EQUIPMENT AS SURPLUS

WHEREAS, the City of Newburgh Police Department possesses one 2021 Dodge Charger and two 2014 Ford Taurus patrol vehicles, which are no longer of use to the City; and

WHEREAS, the City of Newburgh Department of Public Works possesses one 2013 Dodge RAM pick-up truck, one 2003 Ford Ranger pick-up truck, one 1969 Sicard snow blower, and one 2009 Ditch Wich vacuum, which are no longer of use to the City; and

WHEREAS, the City of Newburgh Water Department possesses one 2013 Dodge RAM pick-up truck, one 2009 Ford F150 pick up truck, one 2005 International dump truck, one light tower, and 16 liquid tanks, which are no longer of use to the City; and

WHEREAS, the City Departments have requested that the vehicles and equipment be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the vehicles and equipment as surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the vehicles and equipment identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus vehicles in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

RESOLUTION NO. _____- 2024

OF

DECEMBER 9, 2024

A RESOLUTION AMENDING AND RESTATING THE SALARY AND BENEFIT PLAN FOR NON-BARGAINING UNIT EMPLOYEES

BE IT RESOLVED, by the Council of the City of Newburgh that Resolution No. 124-2022 and Resolution No. 241-2023, establishing a salary and benefit plan for non-bargaining unit employees, is hereby amended and restated as follows:

Section 1: Covered Employees

This resolution shall apply to all salaried officers and salaried permanent employees of the City of Newburgh who work regular hours of no less than 35 hours per week and who are not members of any collective bargaining unit.

Section 2: Holidays

(a) Employees covered by this resolution shall be granted leave with pay for the following holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	General Election Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday following Thanksgiving Day
Labor Day	Christmas Day

(b) Holiday Pay

The following 24-hour, emergency, on-call personnel shall receive holiday pay in lump sum payment equal to 12 days' pay at their established salary in the first pay period in December of each year:

Police Commissioner, Police Chief, Fire Chief, Superintendent of Public Works, City Engineer, Commissioner of Public Works, and Water Superintendent.

Effective January 1, 2024, Holiday Pay is eliminated.

Section 3: Vacation

(a) All new employees must work one full year from their date of appointment before being eligible to take a vacation.

(b) Vacation may only be taken with the prior approval of the department head or the City Manager. Approval shall not be unreasonably withheld.

(c) Employees shall earn vacation time in accordance with the following schedule:

I. City Manager and Department Heads upon completion of

1 year	20 working days
2 years	21 working days
3 years	22 working days
4 years	23 working days
5 years	26 working days
6 years	28 working days
7 years	29 working days
8 years	30 working days
9 years	31 working days
10 years	32 working days
11+ years	33 working days

II. Deputies and Assistants upon completion of

1 year	15 working days
2 years	16 working days
3 years	17 working days
4 years	18 working days
5 years	20 working days
6 years	21 working days
7 years	22 working days
8 years	23 working days
9 years	24 working days
10 years	25 working days
11 years	26 working days
12 years	27 working days
13 years	28 working days
14 years	29 working days
15 years	30 working days

III. Administrative/Confidential Employees upon completion of

1 year	10 working days
2 years	15 working days
3 years	16 working days
4 years	17 working days
5 years	18 working days
6 years	20 working days
7 years	21 working days
8 years	22 working days

9 years	23 working days
10 years	24 working days
11 years	25 working days
12 years	26 working days
13 years	27 working days
14 years	28 working days
15 years	29 working days
16+ years	30 working days

Section 4: Sick Leave

(a) All employees shall receive 15 sick days per year.

(b) Employees shall be granted sick leave at half-pay for personal illness after all sick and vacation time has been exhausted but such sick leave at half pay shall not exceed one week for each complete year of service.

(c) When an employee is off the job due to illness, the City will continue to pay health insurance premiums for a maximum period of three months until a waiver of premium is executed.

(d) The City Manager may request an employee using sick leave to provide a doctor's certificate for an absence of more than three days.

(e) Commencing January 1, 2008, a non-bargaining unit employee with at least eight (8) years of employment with the City may seek to convert accrued and unused sick leave to a cash payment subject to the approval of the City Manager and the terms stated herein. The City Manager shall have sole discretion to approve or disapprove the employee's request, and the decision shall be non-reviewable. In addition to the requisite years of employment with the City, the employee must have no less than fifty (50) sick leave days accrued and unused remaining after the requested number of sick leave days is deducted from the employee's sick leave balance.

The employee shall be paid at 75% of the employee's daily rate of pay based on the employee's annual salary at the time of payment for each day of sick leave approved by the City Manager for conversion. The number of sick leave days converted to cash payment shall be deducted from the employee's sick leave balance.

An employee may request and/or receive payment for accrued sick leave no more frequently than once in a five (5) year period. An employee shall not be eligible for conversion of sick leave to cash payment for a five year period after the employee receives the payment provided herein.

Section 5: Personal Leave

All employees shall receive the following personal leave days:

During the first year of employment	1 day
During the second, third and fourth year of employment	2 days
During the fifth and each subsequent year of employment	4 days

Section 6: Bereavement Leave

Employees shall be entitled to four (4) consecutive work days leave of absence with pay between the dates of death and funeral when a death occurs in the immediate family which shall include a grandparent, a grandparent-in-law, parent, mother-in-law, father-in-law, spouse, child, brother, sister, brother-in-law, sister-in-law and grandchild, and also will include a grandparent, parent or a person who stood *in loco parentis*, to the employee whether the employee was a child. *In loco parentis*, as the term is used in the Family and Medical Leave Act, means a relationship in which a person, who may or may not have had a legal or biological relationship to the employee, assumed or discharged the obligations of a parent to the employee when the employee was a child. Provided that uniformed members of the police and fire departments covered by this Resolution shall receive the bereavement leave as is provided to subordinate members of their departments.

Section 7: Jury Duty Leave

Time off with full pay will be allowed for jury duty provided that any reimbursement check for said jury duty is submitted to the City. Payment received for mileage and meal allowance shall belong to the employee.

Section 8: Child Care Leave

Employees shall receive Child Care leave to the same extent as it is granted to other employees of the City.

Section 9: Uniform Allowance

Employees covered by this Resolution who are uniformed members of the Police and Fire Departments shall receive the same clothing allowance as is provided to subordinate members in their respective departments.

Section 10: Health Insurance

(a) The City shall continue to participate in the New York State Health Insurance Plan and contribute one hundred percent (100%) of the premium for employees and other dependents and continue the present policy upon retirement.

(b) Health Insurance Waiver – an employee who is covered by another health insurance plan may decline the coverage provided herein on or before the 1st day of December of each year by executing a waiver on a form established by the Comptroller. An

employee declining and waiving coverage shall receive a payment equal to 25% of the savings to the City on or before January 30 of the following year.

(c) All employees hired on or after February 10, 2003 shall contribute 10% of the cost of health insurance for the life of their employment with the City.

(d) All employees hired after February 8, 2016 shall contribute 15% of the cost of health insurance for the life of their employment with the City.

(e) Employees must have a minimum of ten (10) years of service with the City of Newburgh to be eligible to receive health insurance upon retirement.

Section 11: Dental and Optical Insurance

Effective January 1, 2008, employees shall be included in the CSEA Sunrise Dental Plan and the CSEA Platinum Vision Plan on the same terms and conditions as provided to City employees covered by the CSEA collective bargaining agreement in effect for the period January 1, 2014 through December 31, 2016. This provision is subject to the approval by the CSEA Sunrise Dental Plan and the CSEA Platinum Vision Plan of inclusion of non-bargaining unit City employees in said plans.

Section 12: Retirement

The City shall continue to participate in the New York State and Local Employees' Retirement System and the New York State and Local Police and Fire Retirement System.

Section 13: Severance

Upon the effective date of separation, retirement or death, the employee or the employee's beneficiary shall receive cash payment for seventy-five percent (75%) of unused sick leave at the employee's current salary, plus the cash value of all accrued but unused vacation leave.

Section 14: Longevity Schedule

A longevity payment is to be made on the anniversary date of the employee's hiring and annually thereafter in accordance with the following schedule.

Upon Completion of Stated Years of Employment	1-Jan-22	1-Jan-23	1-Jan-24	1-Jan-25	1-Jan-26
5 years of employment	1,825	1,825	**2,275**	**2,425**	**2,575**
10 years of employment	2,475	2,475	**2,925**	**3,075**	**3,225**
15 years of employment	2,825	2,825	**3,275**	**3,425**	**3,575**
18 years of employment	3,175	3,175	**3,625**	**3,775**	**3,925**
20 years of employment	3,300	3,300	**3,750**	**3,900**	**4,050**

Effective January 1, 2024, longevity payment is eliminated for employees holding titles in grades 7-9.

Section 15: Life Insurance

The City shall provide to each employee a life insurance policy in the amount of two times the employee's annual salary.

Section 16: Deferred Compensation Plan

The City shall adopt the Deferred Compensation Plan for employees of the State of New York and other participating public jurisdictions open to employees covered by this resolution, pursuant to Section 5 of the State Finance Law. Employees may on one occasion during their employment contribute unused sick or vacation time to the deferred compensation plan at the rate of 75% of its cash value provided that such contribution is consistent with the rules of the plan and applicable to State and Federal statutes and regulations.

Section 17: Salary Increases

Effective the first day of the first payroll period following January 1st of each year (2023, 2024, 2025, 2026), the salary rates and steps of each position shall be paid in accordance with schedule B attached. All employees covered by this Resolution will receive retroactive payments for the full year of 2023.

Salary and step increases are reflected on Schedule B attached hereto.

Section 18: Fair Labor Standards Act

Employees subject to the Fair Labor Standards Act and covered by this Resolution shall receive compensatory time as required by the Fair Labor Standards Act for time worked in excess of 40 hours per week.

Section 19: Education

Subject to prior course approval by the City Manager, the full cost of tuition, books and school, not to exceed the tuition rate per credit hour as established by the State University of New York (New Paltz), incurred by any officer or employee covered by this resolution attending a certified educational institution or course which is related to said officer's or employee's duties shall be paid upon successful completion of said course and the submission of official grade reports to the City Manager. The cost of courses or education unrelated to an officer's or employee's duties or employment by the City shall not be paid by the City.

Section 20: Fitness for Duty

The City of Newburgh and its officers and employees recognize that the public has the absolute right to expect that persons employed by the City in the exercise of their duties will be free from the effects of alcohol and controlled substances. The City, as the employer, has the right to expect its employees to report for duty and to set a positive example for the community. The non-bargaining unit employees, by acceptance of the benefits conferred by this Resolution, recognize and agree that the City Manager has the right to adopt rules, regulations, policies and procedures to implement random testing of employees for the use of alcohol and controlled substance as to all employees who exercise public safety functions, operate City vehicles or equipment, have access to confidential information or information the divulgence of which would adversely affect public security or who exercise a public trust.

Section 21: Intent of the Council

It is the intent of this Council that

(a) the following are to be classed as Department Heads under this resolution:

City Manager, City Comptroller, Police Commissioner, Police Chief, Commissioner of Public Works, Fire Chief, Director of Planning and Development, Code Compliance Supervisor, Corporation Counsel, Superintendent of Public Works, Superintendent of Water, Recreation Director, City Clerk/Registrar, City Assessor, City Collector, Director of Information Technology, City Engineer and Civil Service Administrator.

(b) the following are to be classed as Deputies and Assistants under this resolution:

Assistant Corporation Counsel, Assistant City Comptroller, Human Resources Director, Deputy Fire Chief, Deputy Police Chief, Deputy City Clerk/Registrar,

Deputy City Clerk, Deputy Superintendent of Public Works, Deputy Superintendent of Water, Chief of Staff and Crime Analyst.

(c) the following are to be classed Administrative/Confidential Employees under this resolution:

Business Services Coordinator, Secretary to the Director of Planning and Development, Administrative Assistant to the City Manager, Secretary to the City Manager, Secretary to the Corporation Counsel, Secretary to the Police Chief, Secretary to the Fire Chief, Secretary to the Water Superintendent, Secretary to the Engineer and Secretary to the Superintendent of Public Works, Accountant, Junior Accountant, Grants Administrator and Grants Coordinator.

It is further the intent of this Council to preserve its discretion to enter into agreements for the employment of the City Manager outside the scope of this resolution as authorized by City Charter Section C5.00(A).

SCHEDULE A

Grade 1
N/A

Grade 2
N/A

Grade 3
Administrative Assistant to City Manager
Business Services Coordinator
Deputy City Clerk
Junior Accountant
Grants Coordinator
Secretary to the Corporation Counsel
Secretary to the Director of Planning and Development
Secretary to the Engineer
Secretary to the Fire Chief
Secretary to the Police Chief
Secretary to the Superintendent of Public Works
Secretary to the Water Superintendent

Grade 4
Accountant
Deputy City Clerk/Registrar
Grants Administrator

Grade 5
City Assessor
City Clerk/Registrar
City Collector
Civil Service Administrator
Crime Analyst
Human Resources Director
Director of Information Technology

Grade 6
Code Compliance Supervisor
Recreation Director

Grade 7
Assistant City Comptroller
Assistant Corporation Counsel
Chief of Staff
Deputy Fire Chief
Deputy Police Chief
Deputy Superintendent of Public Works
Deputy Superintendent of Water

Grade 8
City Engineer
Director of Planning and Development
Fire Chief
Police Chief
Superintendent of Public Works
Superintendent of Water

Grade 9
City Comptroller
Commissioner of Public Works
Corporation Counsel
Police Commissioner

City Manager**

**The salary for the City Manager position is further subject to terms provided in an employment agreement between the City and the City Manager.

SCHEDULE B

City of Newburgh
Non-Bargaining Salary Schedule
FY2022

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 37,765	$ 40,794	$ 43,824	$ 47,679	$ 50,158	$ 53,187
2	$ 48,781	$ 51,755	$ 54,564	$ 57,505	$ 60,541	$ 63,657
3	$ 60,507	$ 62,715	$ 63,944	$ 66,005	$ 67,952	$ 70,817
4	$ 71,190	$ 73,108	$ 74,855	$ 76,688	$ 78,836	$ 81,128
5	$ 80,325	$ 83,419	$ 86,512	$ 89,491	$ 92,584	$ 94,946
6	$ 88,574	$ 90,379	$ 92,240	$ 94,045	$ 96,020	$ 98,884
7	$ 99,529	$101,068	$102,604	$104,113	$105,679	$107,217
7B	$104,362	$105,978	$107,593	$109,206	$109,821	$110,437
8	$113,165	$114,918	$116,672	$118,427	$122,130	$125,834
9	$124,498	$126,325	$128,154	$129,982	$131,811	$132,114

City of Newburgh
Non-Bargaining Salary Schedule
FY2023

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 38,521	$ 41,610	$ 44,700	$ 48,633	$ 51,161	$ 54,250
2	$ 49,756	$ 52,790	$ 55,655	$ 58,655	$ 61,752	$ 64,930
3	$ 61,717	$ 63,970	$ 65,223	$ 67,325	$ 69,311	$ 72,233
4	$ 72,614	$ 74,570	$ 76,353	$ 78,222	$ 80,413	$ 82,751
5	$ 81,931	$ 85,088	$ 88,242	$ 91,280	$ 94,436	$ 96,845
6	$ 90,345	$ 92,186	$ 94,085	$ 95,926	$ 97,941	$100,862
7	$101,519	$103,090	$104,656	$106,195	$107,793	$109,361
8	$115,428	$117,217	$119,006	$120,795	$124,573	$128,350
9	$126,988	$128,852	$130,717	$132,582	$134,447	$134,756

*Effective on the first day of the first payroll period following 1/1/2023
*NBU members to receive retro for 2023

City of Newburgh
Non-Bargaining Salary Schedule
FY2024

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 39,291	$ 42,442	$ 45,594	$ 49,605	$ 52,184	$ 55,335
2	$ 50,751	$ 53,846	$ 56,769	$ 59,828	$ 62,987	$ 66,228
3	$ 62,951	$ 65,249	$ 66,527	$ 68,672	$ 70,698	$ 73,678
4	$ 74,066	$ 76,061	$ 77,880	$ 79,786	$ 82,021	$ 84,406
5	$ 83,570	$ 86,790	$ 90,007	$ 93,106	$ 96,324	$ 98,782
6	$ 92,152	$ 94,030	$ 95,967	$ 97,845	$ 99,899	$102,879
7	$122,248	$124,692	$127,186	$129,730	$132,325	$136,000
8	$148,388	$150,687	$152,987	$155,287	$160,144	$165,000
9	$163,388	$166,656	$169,989	$173,389	$176,857	$180,000

*Effective on the first day of the first payroll period following 1/1/2024
*NBU members 7, 8 & 9 No holiday pay or longevity effective 2024

City of Newburgh
Non-Bargaining Salary Schedule
FY2025

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 40,077	$ 43,291	$ 46,506	$ 50,597	$ 53,228	$ 56,442
2	$ 51,766	$ 54,923	$ 57,904	$ 61,024	$ 64,246	$ 67,553
3	$ 64,210	$ 66,554	$ 67,858	$ 70,045	$ 72,112	$ 75,151
4	$ 75,547	$ 77,582	$ 79,437	$ 81,382	$ 83,661	$ 86,094
5	$ 85,241	$ 88,525	$ 91,807	$ 94,968	$ 98,251	$100,758
6	$ 93,995	$ 95,911	$ 97,886	$ 99,802	$101,897	$104,937
7	$124,692	$127,186	$129,730	$132,325	$134,971	$138,720
8	$150,614	$152,947	$155,282	$157,617	$162,546	$167,475
9	$165,839	$169,156	$172,539	$175,990	$179,509	$182,700

*Effective on the first day of the first payroll period following 1/1/2025
*NBU members 7, 8 & 9 No holiday pay or longevity effective 2024
* Grades 1-7: 2%, Grades 8-9: 1.5%

City of Newburgh
Non-Bargaining Salary Schedule
FY2026

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 40,878	$ 44,157	$ 47,436	$ 51,609	$ 54,293	$ 57,571
2	$ 52,802	$ 56,021	$ 59,062	$ 62,245	$ 65,531	$ 68,904
3	$ 65,495	$ 67,885	$ 69,215	$ 71,446	$ 73,554	$ 76,654
4	$ 77,058	$ 79,134	$ 81,026	$ 83,010	$ 85,335	$ 87,816
5	$ 86,946	$ 90,296	$ 93,643	$ 96,868	$100,216	$102,773
6	$ 95,875	$ 97,829	$ 99,844	$101,798	$103,935	$107,036
7	$127,186	$129,730	$132,325	$134,971	$137,671	$141,494
8	$152,873	$155,241	$157,611	$159,981	$164,984	$169,987
9	$168,327	$171,693	$175,127	$178,629	$182,202	$185,441

*Effective on the first day of the first payroll period following 1/1/2026
*NBU members 7, 8 & 9 No holiday pay or longevity effective 2024
* Grades 1-7: 2%, Grades 8-9: 1.5%

RESOLUTION NO. ~~241~~ - 2024~~3~~

OF

~~NOVEMBER~~

DECEMBER ~~27~~9, 2024~~3~~

A RESOLUTION AMENDING AND RESTATING
THE SALARY AND BENEFIT PLAN FOR NON-BARGAINING UNIT EMPLOYEES

BE IT RESOLVED, by the Council of the City of Newburgh that ~~Resolution No. 293-2021, as amended by~~ Resolution No. 124-2022 and~~&~~ Resolution No. 241-2023, establishing a salary and benefit plan for non-bargaining unit employees, is hereby amended and restated as follows:

Section 1: Covered Employees

This resolution shall apply to all salaried officers and salaried permanent employees of the City of Newburgh who work regular hours of no less than 35 hours per week and who are not members of any collective bargaining unit.

Section 2: Holidays

(a) Employees covered by this resolution shall be granted leave with pay for the following holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	General Election Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday following Thanksgiving Day
Labor Day	Christmas Day

(b) Holiday Pay

The following 24-hour, emergency, on-call personnel shall receive holiday pay in lump sum payment equal to 12 days' pay at their established salary in the first pay period in December of each year:

Police Commissioner, Police Chief, Fire Chief, Superintendent of Public Works, City Engineer, Commissioner of Public Works, and Water Superintendent.

Effective January 1, 2024, Holiday Pay is eliminated.

Section 3: Vacation

(a) All new employees must work one full year from their date of appointment before being eligible to take a vacation.

(b) Vacation may only be taken with the prior approval of the department head or the City Manager. Approval shall not be unreasonably withheld.

(c) Employees shall earn vacation time in accordance with the following schedule:

I. City Manager and Department Heads upon completion of

1 year	20 working days
2 years	21 working days
3 years	22 working days
4 years	23 working days
5 years	26 working days
6 years	28 working days
7 years	29 working days
8 years	30 working days
9 years	31 working days
10 years	32 working days
11+ years	33 working days

II. Deputies and Assistants upon completion of

1 year	15 working days
2 years	16 working days
3 years	17 working days
4 years	18 working days
5 years	20 working days
6 years	21 working days
7 years	22 working days
8 years	23 working days
9 years	24 working days
10 years	25 working days
11 years	26 working days
12 years	27 working days
13 years	28 working days
14 years	29 working days
15 years	30 working days

III. Administrative/Confidential Employees upon completion of

1 year	10 working days
2 years	15 working days
3 years	16 working days

4 years	17 working days
5 years	18 working days
6 years	20 working days
7 years	21 working days

8 years	22 working days
9 years	23 working days
10 years	24 working days
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Section 4: Sick Leave

(a) All employees shall receive 15 sick days per year.

(b) Employees shall be granted sick leave at half-pay for personal illness after all sick and vacation time has been exhausted but such sick leave at half pay shall not exceed one week for each complete year of service.

(c) When an employee is off the job due to illness, the City will continue to pay health insurance premiums for a maximum period of three months until a waiver of premium is executed.

(d) The City Manager may request an employee using sick leave to provide a doctor's certificate for an absence of more than three days.

(e) Commencing January 1, 2008, a non-bargaining unit employee with at least eight (8) years of employment with the City may seek to convert accrued and unused sick leave to a cash payment subject to the approval of the City Manager and the terms stated herein. The City Manager shall have sole discretion to approve or disapprove the employee's request, and the decision shall be non-reviewable. In addition to the requisite years of employment with the City, the employee must have no less than fifty (50) sick leave days accrued and unused remaining after the requested number of sick leave days is deducted from the employee's sick leave balance.

The employee shall be paid at 75% of the employee's daily rate of pay based on the employee's annual salary at the time of payment for each day of sick leave approved by the City Manager for conversion. The number of sick leave days converted to cash payment shall be deducted from the employee's sick leave balance.

An employee may request and/or receive payment for accrued sick leave no more frequently than once in a five (5) year period. An employee shall not be eligible for conversion of sick leave to cash payment for a five year period after the employee receives the payment provided herein.

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All employees shall receive the following personal leave days:

During the first year of employment	1 day
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Time off with full pay will be allowed for jury duty provided that any reimbursement check for said jury duty is submitted to the City. Payment received for mileage and meal allowance shall belong to the employee.

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Employees shall receive Child Care leave to the same extent as it is granted to other employees of the City.

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Section 10: Health Insurance

(a) The City shall continue to participate in the New York State Health Insurance Plan and contribute one hundred percent (100%) of the premium for employees and other dependents and continue the present policy upon retirement.

(b) Health Insurance Waiver – an employee who is covered by another health insurance plan may decline the coverage provided herein on or before the 1st day of December of each year by executing a waiver on a form established by the Comptroller. An

employee declining and waiving coverage shall receive a payment equal to 25% of the savings to the City on or before January 30 of the following year.

(c) All employees hired on or after February 10, 2003 shall contribute 10% of the cost of health insurance for the life of their employment with the City.

(d) All employees hired after February 8, 2016 shall contribute 15% of the cost of health insurance for the life of their employment with the City.

(e) Employees must have a minimum of ten (10) years of service with the City of Newburgh to be eligible to receive health insurance upon retirement.

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18 years of employment	3,175	3,175	3,625	3,775	3,925
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The City shall provide to each employee a life insurance policy in the amount of two times the employee's annual salary.

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The City shall adopt the Deferred Compensation Plan for employees of the State of New York and other participating public jurisdictions open to employees covered by this resolution, pursuant to Section 5 of the State Finance Law. Employees may on one occasion during their employment contribute unused sick or vacation time to the deferred compensation plan at the rate of 75% of its cash value provided that such contribution is consistent with the rules of the plan and applicable to State and Federal statutes and regulations.

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Section 18: Fair Labor Standards Act

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Section 19: Education

Subject to prior course approval by the City Manager, the full cost of tuition, books and school, not to exceed the tuition rate per credit hour as established by the State University of New York (New Paltz), incurred by any officer or employee covered by this resolution attending a certified educational institution or course which is related to said officer's or employee's duties shall be paid upon successful completion of said course and the submission of official grade reports to the City Manager. The cost of courses or education unrelated to an officer's or employee's duties or employment by the City shall not be paid by the City.

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Assistant Corporation Counsel, Assistant City Comptroller, Human Resources Director, Deputy Fire Chief, Deputy Police Chief, Deputy City Clerk/Registrar,

Deputy City Clerk, Deputy Superintendent of Public Works, Deputy Superintendent of Water, Chief of Staff and Crime Analyst.

(c) the following are to be classed Administrative/Confidential Employees under this resolution:

Business Services Coordinator, Secretary to the Director of Planning and Development, Administrative Assistant to the City Manager, Secretary to the City Manager, Secretary to the Corporation Counsel, Secretary to the Police Chief, Secretary to the Fire Chief, Secretary to the Water Superintendent, Secretary to the Engineer and Secretary to the Superintendent of Public Works, Accountant, Junior Accountant, Grants Administrator and Grants Coordinator.

It is further the intent of this Council to preserve its discretion to enter into agreements for the employment of the City Manager outside the scope of this resolution as authorized by City Charter Section C5.00(A).

SCHEDULE A

Grade 1
N/A

Grade 2
N/A

~~Deputy City Clerk~~ ~~Secretary to the Engineer~~
~~Secretary to the Fire Chief~~
~~Secretary to the Superintendent of Public Works~~
~~Secretary to the Director of Planning and Development~~
~~Secretary to the Police Chief~~ ~~Secretary to the Corporation Counsel~~
~~Secretary to the Water Superintendent~~
~~Administrative Assistant to City Manager~~

Grade 3
~~Deputy~~Administrative Assistant to City ~~Clerk/Registrar~~ Manager
Business Services Coordinator
Deputy City Clerk
Junior Accountant
Grants Coordinator
Secretary to the Corporation Counsel
Secretary to the Director of Planning and Development
Secretary to the Engineer
Secretary to the Fire Chief
Secretary to the Police Chief
Secretary to the Superintendent of Public Works
Secretary to the Water Superintendent

Grade 4
Accountant
Deputy City Clerk/Registrar ~~Accountant~~
Grants Administrator

Grade 5
City Assessor ~~Crime Analyst~~
City Clerk/Registrar
City Collector ~~City Assessor~~
~~Information Systems Manager~~
~~Human Resources Director~~
Civil Service Administrator
Crime Analyst
Human Resources Director
Director of Information Technology

Grade 6
Code Compliance Supervisor
Recreation Director

Grade 7
Assistant City Comptroller
Assistant Corporation Counsel
Chief of Staff
~~Assistant Corporation Counsel~~
~~Assistant City Comptroller~~
~~Deputy Police Chief~~
Deputy Fire Chief
Deputy Police Chief
Deputy Superintendent of Public Works
Deputy Superintendent of Water

Grade 8
City Engineer
~~Superintendent of Water~~ ~~Superintendent of Public Works~~ Director of Planning and Development ~~City Engineer~~
Fire Chief
Police Chief
Superintendent of Public Works
Superintendent of Water

Grade 9
City Comptroller
Commissioner of Public Works
Corporation Counsel
Police Commissioner

	~~City Comptroller Corporation Counsel~~ City Manager**

**The salary for the City Manager position is further subject to terms provided in an employment agreement between the City and the City Manager.

SCHEDULE B

City of Newburgh
Non-Bargaining Salary Schedule
FY2022

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 37,765	$ 40,794	$ 43,824	$ 47,679	$ 50,158	$ 53,187
2	$ 48,781	$ 51,755	$ 54,564	$ 57,505	$ 60,541	$ 63,657
3	$ 60,507	$ 62,715	$ 63,944	$ 66,005	$ 67,952	$ 70,817
4	$ 71,190	$ 73,108	$ 74,855	$ 76,688	$ 78,836	$ 81,128
5	$ 80,325	$ 83,419	$ 86,512	$ 89,491	$ 92,584	$ 94,946
6	$ 88,574	$ 90,379	$ 92,240	$ 94,045	$ 96,020	$ 98,884
7	$ 99,529	$101,068	$102,604	$104,113	$105,679	$107,217
7B	$104,362	$105,978	$107,593	$109,206	$109,821	$110,437
8	$113,165	$114,918	$116,672	$118,427	$122,130	$125,834
9	$124,498	$126,325	$128,154	$129,982	$131,811	$132,114

City of Newburgh
Non-Bargaining Salary Schedule
FY2023

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 38,521	$ 41,610	$ 44,700	$ 48,633	$ 51,161	$ 54,250
2	$ 49,756	$ 52,790	$ 55,655	$ 58,655	$ 61,752	$ 64,930
3	$ 61,717	$ 63,970	$ 65,223	$ 67,325	$ 69,311	$ 72,233
4	$ 72,614	$ 74,570	$ 76,353	$ 78,222	$ 80,413	$ 82,751
5	$ 81,931	$ 85,088	$ 88,242	$ 91,280	$ 94,436	$ 96,845
6	$ 90,345	$ 92,186	$ 94,085	$ 95,926	$ 97,941	$100,862
7	$101,519	$103,090	$104,656	$106,195	$107,793	$109,361
8	$115,428	$117,217	$119,006	$120,795	$124,573	$128,350
9	$126,988	$128,852	$130,717	$132,582	$134,447	$134,756

*Effective on the first day of the first payroll ~~periord~~period following 1/1/2023
*NBU members to receive retro for 2023

City of Newburgh
Non-Bargaining Salary Schedule
FY2024

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 39,291	$ 42,442	$ 45,594	$ 49,605	$ 52,184	$ 55,335
2	$ 50,751	$ 53,846	$ 56,769	$ 59,828	$ 62,987	$ 66,228
3	$ 62,951	$ 65,249	$ 66,527	$ 68,672	$ 70,698	$ 73,678
4	$ 74,066	$ 76,061	$ 77,880	$ 79,786	$ 82,021	$ 84,406
5	$ 83,570	$ 86,790	$ 90,007	$ 93,106	$ 96,324	$ 98,782
6	$ 92,152	$ 94,030	$ 95,967	$ 97,845	$ 99,899	$102,879
7	$122,248	$124,692	$127,186	$129,730	$132,325	$136,000
8	$148,388	$150,687	$152,987	$155,287	$160,144	$165,000
9	$163,388	$166,656	$169,989	$173,389	$176,857	$180,000

*Effective on the first day of the first payroll ~~periord~~period following 1/1/2024
*NBU members 7, 8 & 9 No holiday pay or longevity effective 2024

City of Newburgh
Non-Bargaining Salary Schedule
FY2025

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 40,077	$ 43,291	$ 46,506	$ 50,597	$ 53,228	$ 56,442
2	$ 51,766	$ 54,923	$ 57,904	$ 61,024	$ 64,246	$ 67,553
3	$ 64,210	$ 66,554	$ 67,858	$ 70,045	$ 72,112	$ 75,151
4	$ 75,547	$ 77,582	$ 79,437	$ 81,382	$ 83,661	$ 86,094
5	$ 85,241	$ 88,525	$ 91,807	$ 94,968	$ 98,251	$100,758
6	$ 93,995	$ 95,911	$ 97,886	$ 99,802	$101,897	$104,937
7	$124,692	$127,186	$129,730	$132,325	$134,971	$138,720
8	$150,614	$152,947	$155,282	$157,617	$162,546	$167,475
9	$165,839	$169,156	$172,539	$175,990	$179,509	$182,700

*Effective on the first day of the first payroll ~~periord~~period following 1/1/2025
*NBU members 7, 8 & 9 No holiday pay or longevity effective 2024
* Grades 1-7: 2%, Grades 8-9: 1.5%

City of Newburgh
Non-Bargaining Salary Schedule
FY2026

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 40,878	$ 44,157	$ 47,436	$ 51,609	$ 54,293	$ 57,571
2	$ 52,802	$ 56,021	$ 59,062	$ 62,245	$ 65,531	$ 68,904
3	$ 65,495	$ 67,885	$ 69,215	$ 71,446	$ 73,554	$ 76,654
4	$ 77,058	$ 79,134	$ 81,026	$ 83,010	$ 85,335	$ 87,816
5	$ 86,946	$ 90,296	$ 93,643	$ 96,868	$100,216	$102,773
6	$ 95,875	$ 97,829	$ 99,844	$101,798	$103,935	$107,036
7	$127,186	$129,730	$132,325	$134,971	$137,671	$141,494
8	$152,873	$155,241	$157,611	$159,981	$164,984	$169,987
9	$168,327	$171,693	$175,127	$178,629	$182,202	$185,441

*Effective on the first day of the first payroll ~~periord~~period following 1/1/2026
*NBU members 7, 8 & 9 No holiday pay or longevity effective 2024
* Grades 1-7: 2%, Grades 8-9: 1.5%

I, Lorena Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held DEC 04, 2023 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 4th day of DEC, 20 23

City Clerk

RESOLUTION NO. _____ - 2024

OF

DECEMBER 9, 2024

A RESOLUTION AUTHORIZING A SECOND EXTENSION OF TIME TO CLOSE TITLE ON PROPERTY LOCATED AT 54 WILKIN STREET (SECTION 26, BLOCK 3, LOT 31) SOLD AT PRIVATE SALE TO DOMINIQUE WALLACE-MILLS

WHEREAS, by Resolution No.: 88-2024 of April 24, 2024, the Council of the City of Newburgh, New York, authorized the sale of 54 Wilkin Street (Section 26, Block 3, Lot 31) to Dominique Wallace-Mills; and

WHEREAS, by Resolution No.: 216-2024 of October 15, 2024, the Council of the City of Newburgh, New York, authorized an extension of time to close title to the property; and

WHEREAS, the purchaser has requested an additional extension of time to close title for the purpose of completing her financing requirements; and

WHEREAS, this Council has determined that granting the additional requested extension would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to close title for the property located at 54 Wilkin Street is hereby authorized until January 6, 2025.

O'Keeffe
& McCann L.L.P
ATTORNEYS AT LAW

November 12, 2024

Via Email

Jeremy Kaufman, Esq.
Corporation Counsel
City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: 54 Wilkin Street, Newburgh, NY
City of Newburgh, Owner to
Dominique Wallace-Mills, Successful Bidder

Dear Mr. Kaufman:

In reference to the above matter, please be advised our firm serves as counsel to Ms. Wallace-Mills. This letter is a formal request for an extension of the closing date to December 5, 2024, on the above-referenced premises which Ms. Mills is purchasing from the City of Newburgh.

Ms. Wallace-Mills has and remains committed to purchasing this property. She is working diligently to find a contractor willing to work in and with the City of Newburgh to meet her lender's standards and who can complete the scope of work required to bring this property to a habitable standard.

I have also included a copy of Ms. Wallace-Mills' conditional commitment letter further indicating her commitment to purchasing this property.

Kindly advise the office of the undersigned as to the City's decision as soon as possible and thank you for your time, attention and fair consideration herein.

Very truly yours,
O'KEEFFE & MCCANN, LLP
Michael P. McCann

MICHAEL P. MCCANN, ESQ.
MPM/cs
Cc: Dominique Wallace-Mills

loanDepot

NMLS#174457

Commitment Letter

Date: NOVEMBER 11, 2024

Borrower:
DOMINIQUE WALLACE-MILLS
[redacted]

Lender: loanDepot.com, LLC
NMLS: 174457
Mortgage Company Address:
6561 IRVINE CENTER DRIVE
IRVINE, CA 92618
(888)337-6888

Hello DOMINIQUE WALLACE-MILLS,

Congratulations! It is our pleasure to inform you that you are conditionally approved by loanDepot for the mortgage loan described below.

Loan Details:

Subject Property Address 54 WILKIN STREET, NEWBURGH, NY 12550			
Total Loan Amount	[redacted]	Interest Rate	[redacted]
Loan Type		Locked (Y/N)	
Loan Program		Approval Expiration Date	
Loan Purpose		Lock Expiration Date	
Loan Term		Closing Date	
Maximum LTV			

*Your interest rate may change if it is not locked, your lock expires, or at the occurrence of any other event that requires a new rate lock. Please refer to your disclosed Loan Estimate for applicable fees, additional loan terms, and payment information.

This approval is based on the assumption that your creditworthiness and financial position do not materially change prior to closing, and that following loan conditions are fully satisfied:

1	The lender does not object to encumbrances to title shown in the title commitment.
2	The subject property's condition meets lender's requirements.
3	The subject property is insured in accordance with lender's requirements.
4	The applicant(s) executes the loan documents the lender requires.
5	Your loan is subject to a Quality Control audit within 5 business days of closing. Any adverse changes to your credit profile could impact the terms and/or validity of this approval.
6	The loss payee on insurance binder must read: LOANDEPOT.COM, LLC ISAOA/ATIMA PO BOX 7114, TROY MI 48007-7114.
7	**PLEASE REVIEW THE ATTACHED PAGES FOR ADDITIONAL CONDITIONS THAT MUST BE MET.**

If all the conditions listed above and attached are not met, this Commitment Letter will expire on the Approval Expiration Date above.

Please feel free to contact me if you have any questions regarding the above required conditions. To better protect your personal information, please take precautions while sending your information or you may upload to our consumer portal.

Sincerely,

EAMON MCKEON
Loan Consultant
NMLS# 404537
(914)586-1129
EMCKEON@LOANDEPOT.COM

This is not an unconditional commitment to lend. The Loan may be fully approved only if the conditions above and the conditions listed in the attachment below are met as specified and the following occur: (1) we verify the information you have provided; (2) your financial status and credit profile remain substantially the same until the Loan closes; (3) the Loan type and terms, as described, remain available in the market and (4) you execute the loan documents we require. Neither you nor loanDepot is obligated to complete this transaction merely because you received this letter. loanDepot is providing this letter directly to you as the loan applicant. Please be advised that this letter may contain your non-public personal information. As such, please exercise care should you elect to share this letter with a third party.



loanDepot
NMLS#174457

THE FOLLOWING CONDITIONS MUST BE MET PRIOR TO CLOSING:

Some of the conditions listed below may have been received but may have not been reviewed before this letter was sent.

1. OBTAIN A SIGNED AND DATED SELF-HELP AGREEMENT WITH DETAILED EXPLANATION OF EXPERIENCE, LICENSE, ETC. TO EVIDENCE ABILITY TO COMPLETE REPAIRS. SELF-HELP REPAIRS CANNOT REPRESENT MORE THAN 10% OF THE "AS COMPLETED" VALUE OF THE PROPERTY.
2. OBTAIN COMPLETED AND EXECUTED CONTRACTOR'S BID FOR REPAIRS, PROFILE, LICENSE(S) INFORMATION, LIABILITY INSURANCE, W9, EVIDENCE OF CONTRACTOR LICENSE, LIABILITY INSURANCE, PERMIT DISCLOSURE, AND CONTRACTOR DISCLOSURE.
3. OBTAIN THE CONSULTANT WORK WRITE UP/SPECIFICATION OF REPAIRS, IDENTITY OF INTEREST STATEMENT AND MASTER DRAW SCHEDULE. ALL APPLICABLE DOCUMENTS MUST BE SIGNED AND DATED BY THE CONSULTANT.
4. OBTAIN SIGNED AND DATED PURCHASE CONTRACT INCLUDING ALL PAGES AND ADDENDUMS.
5. CONFIRM CURRENT ACCOUNT STATEMENT(S) FOR DOMINIQUE WALLACE-MILLS INCLUDING THE FULL ACCOUNT NUMBER AND PAYMENT MAILING ADDRESS HAVE BEEN OBTAINED FOR EACH OF THE FOLLOWING
[redacted]
6. PROVIDE COPY OF VALID GOVERNMENT-ISSUED PHOTO IDENTIFICATION FOR: DOMINIQUE WALLACE-MILLS.
7. [redacted]
8. [redacted]
9. [redacted]
10. VERIFY MINIMUM REQUIRED INVESTMENT (MRI) OF 3.5% ($2625.00).
11. [redacted]
12. PROVIDE VERIFICATION OF SOURCE OF FUNDS USED FOR APPLICABLE EARNEST MONEY DEPOSIT(S).
13. LOAN APPLICATION INDICATES NEW SECONDARY FINANCING IS BEING OBTAINED. PROVIDE DOCUMENTATION TO SUPPORT THE REPAYMENT TERMS.
14. TWO COMPENSATING FACTORS REQUIRED FOR MANUAL UNDERWRITE WITH 40/50 RATIOS.
15. PROVIDE A SIGNED AND DATED LETTER OF EXPLANATION FROM DOMINIQUE WALLACE-MILLS FOR THE FOLLOWING: INDIVIDUALLY ADDRESS EACH DEROGATORY CREDIT EVENT ON CREDIT REPORT AND EXPLAIN HOW THESE EVENTS WILL BE AVOID IN THE FUTURE.

_____

- BORROWER - DOMINIQUE WALLACE-MILLS - DATE -

This is not an unconditional commitment to lend. The Loan may be fully approved only if the conditions above and the conditions listed in the attachment below are met as specified and the following occur: (1) we verify the information you have provided; (2) your financial status and credit profile remain substantially the same until the Loan closes; (3) the Loan type and terms, as described, remain available in the market and (4) you execute the loan documents we require. Neither you nor loanDepot is obligated to complete this transaction merely because you received this letter. loanDepot is providing this letter directly to you as the loan applicant. Please be advised that this letter may contain your non-public personal information. As such, please exercise care should you elect to share this letter with a third party.

RESOLUTION NO.: 88 - 2024

OF

APRIL 24, 2024

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 54 WILKIN STREET (SECTION 26, BLOCK 3, LOT 31) AT PRIVATE SALE TO DOMINIQUE WALLACE-MILLS FOR THE AMOUNT OF $75,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 54 Wilkin Street, being more accurately described as Section 26, Block 3, Lot 31 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before July 26, 2024, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
54 Wilkin Street	26 - 3 - 31	Dominique Wallace-Mills	$75,000.00

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

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 4/24/24 and that it is a true and correct copy of such original.
Witness my hand and seal of the City of Newburgh this 25th day of April 2024

Deputy City Clerk

Terms and Conditions of Sale
54 Wilkin Street, City of Newburgh
(SBL: 26-3-31)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, the parcel shall be defined by its section, block and lot number on the City of Newburgh Tax Map.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2023-2024**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2023-2024**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE. The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: (i) obtain a Certificate of Occupancy for all buildings on the property; (ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or (iii) demolish any buildings deemed structurally unsound by a New York State-licensed engineer and by the Building Inspector. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for its consideration**.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

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

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 36 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the ten (10) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said ten (10) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
19. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **$3,150.00** payable to "City of Newburgh" by money order or guaranteed funds to the "City of Newburgh". At closing, the downpayment amount shall be credited against the purchase price.
20. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: _____

_____
Dominique Wallace-Mills

RESOLUTION NO. 216 - 2024

OF

OCTOBER 15, 2024

A RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY LOCATED AT 54 WILKIN STREET (SECTION 26, BLOCK 3, LOT 31) SOLD AT PRIVATE SALE TO DOMINIQUE WALLACE-MILLS

WHEREAS, by Resolution No.: 88-2024 of April 24, 2024, the Council of the City of Newburgh, New York, authorized the sale of 54 Wilkin Street (Section 26, Block 3, Lot 31) to Dominique Wallace-Mills; and

WHEREAS, the purchaser requested a 60-day extension of time to close title for the purpose of completing her financing requirements, and the City Manager granted the request to extend the time to close title until September 24, 2024; and

WHEREAS, the resolution of the issues took longer than expected and the purchaser has requested additional time to close title; and

WHEREAS, this Council has determined that granting the additional requested extension would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to close title for the property located at 54 Wilkin Street is hereby authorized until November 15, 2024.

I, Katrina Cotten, 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 10/15/24 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 16th day of Oct. 2024

Katrina Cotten
City Clerk

RESOLUTION NO.: _____-2024

OF

DECEMBER 9, 2024

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO DMITRY PAVLOV TO THE PREMISES KNOWN AS 146 THIRD STREET (SECTION 18, BLOCK 10, LOT 7)

WHEREAS, on February 15, 2018, the City of Newburgh conveyed property located at 146 Third Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 10, Lot 7, to Dmitry Pavlov; and

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

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

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

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 146 Third Street, (Section 18, Block 10, Lot 7) 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 15, 2018 from THE CITY OF NEWBURGH to DMITRY PAVLOV, recorded in the Orange County Clerk's Office on March 19, 2018, in Book 14376, Page 905 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2024

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2024

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

On the ____ day of December in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____
Notary Public

CITY OF NEWBURGH

Department of Code Compliance

123 Grand Street, Newburgh, New York 12550
Phone: (845) 569-7400 / Fax: (845) 569-0096

TO: Todd Venning, City Manager

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

FROM: Francis J. Spinelli, Fire Chief

DATE: November 21, 2024

SUBJECT: 146 Third Street, Release of Restrictive Covenants Inspection

---

I conducted an inspection of 146 Third Street on February 12 & November 19, 2024. I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

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

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

There are no open permits or open permit applications.

The property is a two-family residence. It is owner-occupied on the first floor. There is a valid rental license dated July 9, 2024.

There is a valid Certificate of Occupancy in the property file dated September 13, 2021, for a two-Family residence.

Thank you,

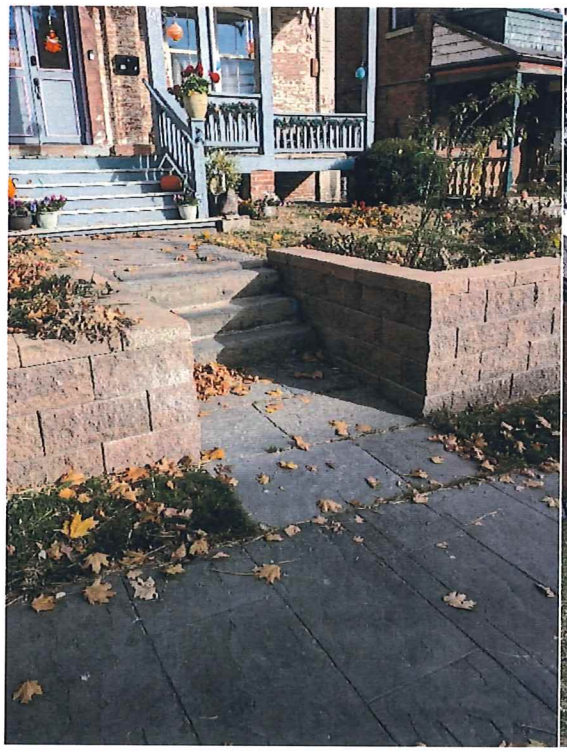
Francis J. Spinelli
Fire Chief



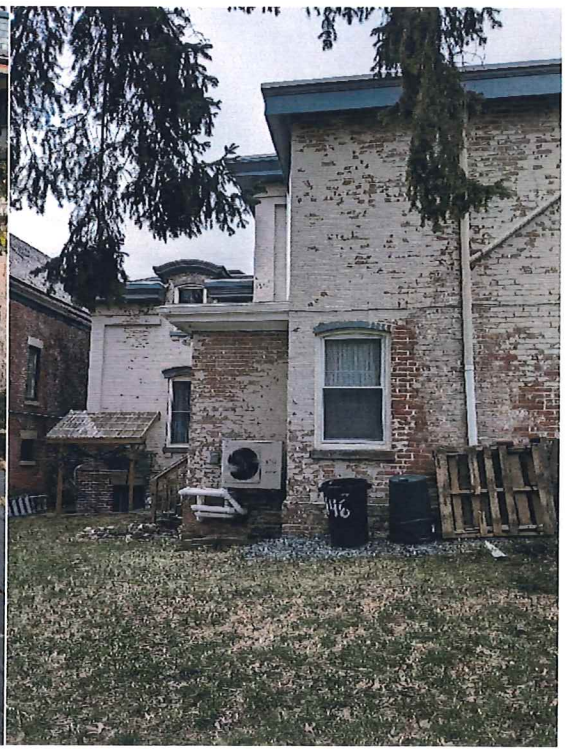
Front



Sidewalk



Front Stairs



Rear

RESOLUTION NO.: _____ - 2024

OF

DECEMBER 9, 2024

A RESOLUTION ADOPTING THE CITY OF NEWBURGH'S FISCAL YEAR 2025-2029 FIVE YEAR CONSOLIDATED HOUSING AND COMMUNITY DEVELOPMENT STRATEGY AND PLAN AND FISCAL YEAR 2025 ANNUAL ACTION PLAN

WHEREAS, the City of Newburgh has prepared a Five-Year Consolidated Housing and Community Development Strategy and Plan for FY 2025-2029 in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, the FY 2025-2029 Consolidated Plan was prepared in accordance with all statutory requirements, including those related to citizen participation; and

WHEREAS, the City has now prepared a one-year Action Plan in order to implement various elements of the strategies identified in its Consolidated Plan during the first year it is in effect; and

WHEREAS, the City must also submit a Citizens Participation Plan, a Language Access Plan, due to the high percentage of non-native English, and also submit a draft of the 2025 Annual Action Plan and Budget, which may be revised; and

WHEREAS, this one-year Action Plan contains the following proposed activities and budget for the City's 2025 Community Development Block Grant Entitlement Program;

Expenditures 2025	
Housing (In-Rem Property Program)	$240,000
Housing (Home Assistance Repair Program)	$15,000
Infrastructure Improvements (curb ramps & sidewalk improvements)	$220,000
Infrastructure Improvements (public accessibility to City buildings, parks)	$110,000
Economic Development	$25,000
Quality of Life Improvements/Neighborhood Services (Summer Film Festival)	$15,000
Quality of Life Improvements/Neighborhood Services (Community Outreach)	$15,000
Quality of Life Improvements/Neighborhood Services (Workforce Training)	$25,000
Administration	$165,000
TOTAL BUDGET	**$830,000**

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York does hereby approve and adopt the attached FY2025-2029 Five Year Consolidated Plan; FY2025 one-year Action Plan, subject to further revisions as may be necessary to meet federal requirements; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh, New York does hereby accept a grant allocation under the Community Development Block Grant Program in the amount of $$830,000.00, and in the event that award funding is greater than $830,000.00, as presented in the FY 2025 CDBG Annual Action Plan, the additional funding will be applied in the established, corresponding projects of the existing FY 2025 CDBG Annual Action Plan; and

BE IT FURTHER RESOLVED, that the City Manager be and is hereby designated the official representative of the City of Newburgh and he is hereby authorized to submit the five year Consolidated Plan, one-year Action Plan and execute the appropriate forms and certifications; that the City Manager be and is hereby further directed and authorized to act in connection with the submission of a five year Consolidated Plan and one-year Action Plan and to provide such additional information as may be required; and that the City Manager be and is hereby authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby; and

BE IT FURTHER RESOLVED, that the Secretary of Housing and Urban Development be and hereby is assured full compliance by the City of Newburgh with said certifications.

FY2024 Annual Action Plan
Community Development Block Grant (CDBG)

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant						
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	$240,000.00	No Change	10%
	Housing	Housing	Homeowner Assistance Repair Progam Managed by City of Newburgh Subrecipient. (Funding to be increased as needed)	$15,000.00	30%	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	$220,000.00	30%	20%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	$110,000.00	20%	10%
	Economic Development	Economic Development	Economic Development Activities. Examples of activities include a business sign pilot project.	$25,000.00	No Change	10%
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval)**.**	$15,000.00	5%	10%
		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: City of Newburgh Community Outreach Activities (Police/Fire Cadet Youth Program)	$15,000.00	5%	10%
		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval)**.**	$25,000.00	10%	10%
	Administration	Administration	**Administration Subject to 20% Annual Allocation Cap.** Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	$165,000.00	No Change	10%
			Proposed Total FY2025 Allocation	$830,000.00		

Community Development Block Grant ("CDBG") 5-Year Consolidated Plan

(including FY2025 Annual Action Plan)

Department of Planning & Development

September 2024

EQUAL HOUSING OPPORTUNITY

City of Newburgh City Council:

Torrance Harvey, Mayor
Giselle Martinez, Ward 1
Ramona Monteverde, Ward 2
Robert Sklarz, Ward 3
Patty Sofokles, Ward 4
Robert McLymore, Sr, At-Large
Omari Shakur, At-Large

EQUAL HOUSING OPPORTUNITY

Review: What do we mean when we talk about Community Development?

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

"Community development can be understood as a planned effort to build assets that increase the capacity of residents to improve their quality of life."

- Green, G. and Haines, A. (2008). Asset Building and Community Development. Thousand Oaks: Sage Publications, Inc.

EQUAL HOUSING OPPORTUNITY

City of Newburgh Community Development Goals - Refresher

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.

EQUAL HOUSING OPPORTUNITY



“CDBG” - Brief Primer

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is under the Orange County Consortium (Orange County, City of Newburgh, City of Middletown).
- The City of Newburgh is required to prepare and submit a Consolidated Plan that establishes goals for the use of CDBG funds. The new City of Newburgh Consolidated Plan: FY2025 - 2029
- Projects MUST be consistent with national priorities for CDBG:
  - Activities that benefit low- and moderate-income people;
  - The prevention or elimination of slums or blight; or
  - Community development activities to address an urgent threat to health or safety.

EQUAL HOUSING OPPORTUNITY

City of Newburgh CDBG
FY2025 – 2029 Consolidated Plan

The Consolidated Plan, or the “Con Plan” or “Five-Year Plan,” is designed to help states and local jurisdictions assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions.

EQUAL HOUSING OPPORTUNITY

City of Newburgh CDBG
FY2025 - 2029 Consolidated Plan

The Consolidated Plan Goals are Identified from the Priority Needs in the City of Newburgh.



EQUAL HOUSING OPPORTUNITY

City of Newburgh CDBG
FY2025 - 2029 Consolidated Plan

Priority Needs Identified through (examples):

- 20 Community Outreach Meetings
- Two (2) Public Hearings
- Two (2) 30-Day Public Comment Periods



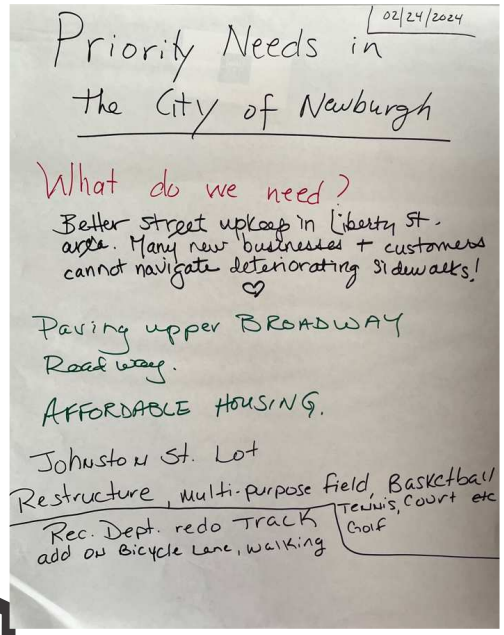


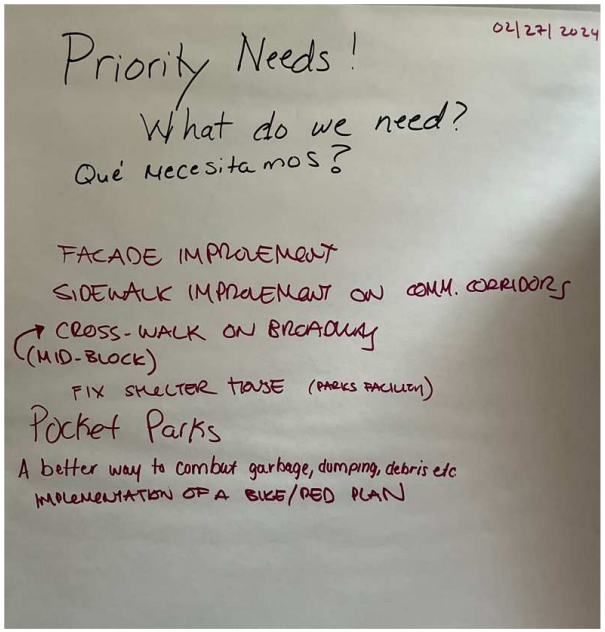


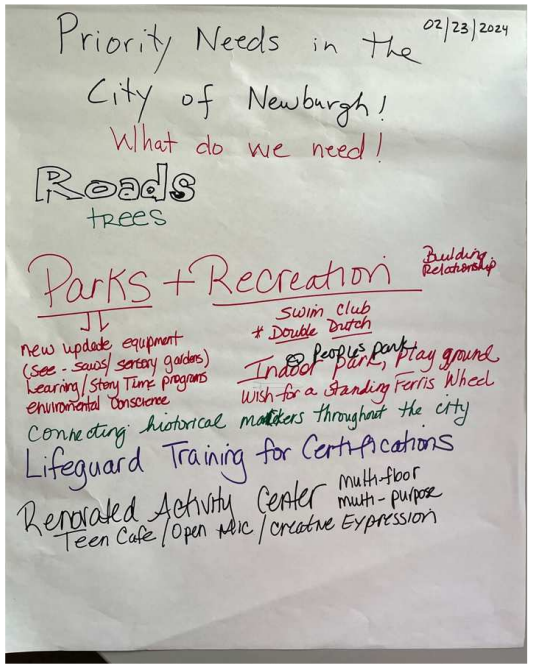
EQUAL HOUSING OPPORTUNITY

City of Newburgh CDBG
FY2025 - 2029 Consolidated Plan

Some of the comments from the 2024 Community Outreach Meetings







EQUAL HOUSING OPPORTUNITY

City of Newburgh CDBG
FY2025 – 2029 Consolidated Plan

*The FY2025 - 2029 Consolidated Plan will provide the City of Newburgh with **five years** of funding to support priority needs projects.*

EQUAL HOUSING OPPORTUNITY

City of Newburgh FY2025 - 2029 Consolidated Plan Priority Needs:

- Infrastructure Improvements
- Economic Development
- Quality of Life
- Housing

EQUAL HOUSING OPPORTUNITY

City of Newburgh FY2025 - 2029 Consolidated Plan:

Priority Need: Infrastructure Improvements

Project Examples:

- "Complete Streets" Safe Access Upgrades (ex. Bikes, Pedestrians, Motorists)
- Drinking Water Protections
- Sewer Upgrades





EQUAL HOUSING OPPORTUNITY

City of Newburgh FY2025 - 2029 Consolidated Plan:

Priority Need: Economic Development





Project Examples:

- Business Sign/Façade Program
- Workforce Development Assistance





EQUAL HOUSING OPPORTUNITY

City of Newburgh FY2025 - 2029 Consolidated Plan:

Priority Need: Quality of Life Improvements

Project Examples:

- Park Improvements
- Summer Children's Film Festival





EQUAL HOUSING OPPORTUNITY

City of Newburgh FY2025 - 2029 Consolidated Plan Goals:

Priority Need: Housing

Project Example:

- In Rem Property Program
- Homeowner Assistance Program, Coordinated through a City of Newburgh Housing Partner

EQUAL HOUSING OPPORTUNITY

City of Newburgh FY2025 - 2029 Consolidated Plan Timeline



EQUAL HOUSING OPPORTUNITY

FY2025 - 2029 Consolidated Plan Timeline

Community Development Block Grant ("CDBG")

Proposed FY2025 Annual Action Plan*

Department of Planning & Development

September 2024

EQUAL HOUSING OPPORTUNITY

*Pending federal budget approval

City of Newburgh FY2025 Annual Action Plan (AAP)

The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

EQUAL HOUSING OPPORTUNITY

Proposed FY2025 CDBG Projects/Funding

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding
Projects Funded through Entitlement Grant				
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	$240,000.00
	Housing	Housing	Homeowner Assistance Repair Progam Managed by City of Newburgh Subrecipient. (Funding to be increased as needed)	$15,000.00
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	$220,000.00
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	$110,000.00
	Economic Development	Economic Development	Economic Development Activities. Examples of activities include a business sign pilot project.	$25,000.00
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval)**.**	$15,000.00
		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: City of Newburgh Community Outreach Activities (Police/Fire Cadet Youth Program)	$15,000.00
		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval)**.**	$25,000.00
	Administration	Administration	**Administration Subject to 20% Annual Allocation Cap.** Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	$165,000.00
			Proposed Total FY2025 Allocation	$830,000.00

EQUAL HOUSING OPPORTUNITY

Contingency Funding

If the actual annual allocation amount exceeds the proposed estimate, the project budgets will increase by:

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project increase, if HUD allocation greater than proposed (approx.)
Projects Funded through Entitlement Grant					
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	$240,000.00	No Change
	Housing	Housing	Homeowner Assistance Repair Progam Managed by City of Newburgh Subrecipient. (Funding to be increased as needed)	$15,000.00	30%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	$220,000.00	30%
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	Economic Development	Economic Development	Economic Development Activities. Examples of activities include a business sign pilot project.	$25,000.00	No Change
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		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval).	$25,000.00	10%
	Administration	Administration	**Administration Subject to 20% Annual Allocation Cap.** Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	$165,000.00	No Change
			Proposed Total FY2025 Allocation	$830,000.00	

EQUAL HOUSING OPPORTUNITY

Contingency Funding

If the actual annual allocation amount is less than the proposed estimate, the project budgets will decrease by:

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant					
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	$240,000.00	10%
	Housing	Housing	Homeowner Assistance Repair Progam Managed by City of Newburgh Subrecipient. (Funding to be increased as needed)	$15,000.00	10%
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	Economic Development	Economic Development	Economic Development Activities. Examples of activities include a business sign pilot project.	$25,000.00	10%
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval)**.**	$15,000.00	10%
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		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval)**.**	$25,000.00	10%
	Administration	Administration	**Administration Subject to 20% Annual Allocation Cap.** Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	$165,000.00	10%
			Proposed Total FY2025 Allocation	$830,000.00	

EQUAL HOUSING OPPORTUNITY

Project:	Housing	
Activities:	In Rem Property Project	$240,000.00
	Homeowner Assistance	$15,000.00

Summary

- Continued funding for the In Rem program, including the salaries for 3 fulltime employees (2 DPW employees and the Economic Development Specialist), In Rem property program supplies, such as paint, plywood, In Rem Training.
- Funding to support City of Newburgh Housing Partner Homeowner Assistance Program.

EQUAL HOUSING OPPORTUNITY

In Rem Property Program Highlights

- Staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.

- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.



The Housing and Community Development Act of 1992 authorizes activities necessary to make essential repairs and payment of operating expenses needed to maintain the habitability of housing units acquired through tax foreclosure proceedings in order to prevent abandonment and deterioration of such housing in primarily low- and moderate-income neighborhoods.

EQUAL HOUSING OPPORTUNITY

Project: Infrastructure Improvements
Budget: $220,000.00

Summary

Examples of projects may include:

- “Complete Streets” Safe Access Upgrades
- Sidewalk improvements





EQUAL HOUSING OPPORTUNITY

Project: Economic Development
Budget: $25,000.00

Summary

Examples of projects may include:

- Business Signage



EQUAL HOUSING OPPORTUNITY

Project: Public Facility Improvements
Budget: $110,000.00



Summary

Examples of projects may include:

- Playground equipment improvements/upgrades
- Fencing





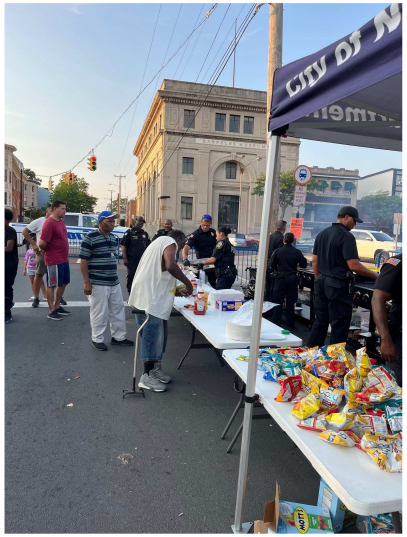




EQUAL HOUSING OPPORTUNITY

Project: Community Policing/Neighborhood Services

Budget: $55,000.00

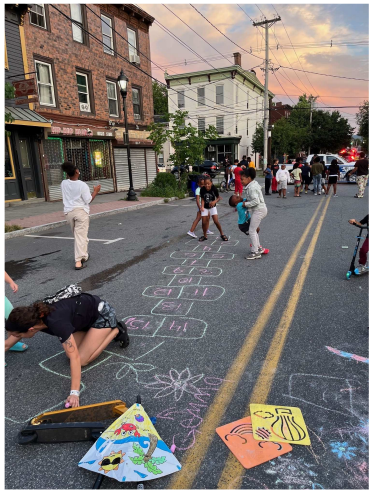


Summary

Examples of Projects may include:

- 2025 Children's Summer Film Festival
- Community Outreach Activities
- Workforce On-the-Job Training







EQUAL HOUSING OPPORTUNITY

Project: Administration
Project Funding: $165,000.00



Summary

Funding to include salary and benefits for Director of Community Development, Business Mailings, Supplies and Program Administration/Training/Conference.

EQUAL HOUSING OPPORTUNITY

FY2025 CDBG AAP Timeline



EQUAL HOUSING OPPORTUNITY

FY 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

Subvención en Bloque para el Desarrollo Comunitario (“CDBG”) Plan Consolidado de 5 Años

(Incluido el Plan de Acción Anual del Año Fiscal 2025)

Departamento de Planificación y Desarrollo

Septiembre 2024

EQUAL HOUSING OPPORTUNITY

Ayuntamiento de la Ciudad de Newburgh:

Torrance Harvey, Alcalde
Giselle Martinez, Distrito Electoral 1
Ramona Monteverde, Distrito Electoral 2
Robert Sklarz, Distrito Electoral 3
Patty Sofokles, Distrito Electoral 4
Robert McLymore, Sr, En-General
Omari Shakur, En-General

EQUAL HOUSING OPPORTUNITY

Análisis: ¿Qué queremos decir cuando hablamos de Desarrollo Comunitario?

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

"El desarrollo comunitario puede entenderse como un esfuerzo planificado para construir activos que aumenten la capacidad de los residentes para mejorar su calidad de vida".

- Green, G. and Haines, A. (2008). Construcción de Activos y Desarrollo Comunitario. Thousand Oaks: Sage Publications, Inc.

EQUAL HOUSING OPPORTUNITY

Objetivos de Desarrollo Comunitario de la Ciudad de Newburgh - Actualización

- Desarrollo Económico sin Desplazamiento.
- Mejorar la divulgación y las comunicaciones con la comunidad.
- Apoyar un clima que valora la diversidad, premia la independencia, nutre la creatividad y nos une a todos.

La construcción comunitaria exitosa requiere restablecer la confianza, lo que requiere tiempo, paciencia, alcance y comunicación.

EQUAL HOUSING OPPORTUNITY



“CDBG” - Breve Introducción

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Subvención en Bloque para el Desarrollo Comunitario (CDBG, por sus siglas en inglés) - Administrada por el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD, por sus siglas en inglés)

- Asignados a los gobiernos locales y estatales sobre la base de una fórmula.

- La Ciudad de Newburgh está bajo el Consorcio del Condado de Orange (Condado de Orange, Ciudad de Newburgh, Ciudad de Middletown).

- La ciudad de Newburgh está obligada a preparar y presentar un Plan Consolidado que establece metas para el uso de los fondos CDBG. El nuevo Plan Consolidado de la Ciudad de Newburgh: FY2025 - 2029

- Los proyectos deben ser coherentes con las prioridades nacionales para CDBG:
  - Actividades que benefician a personas de ingresos bajos y moderados;
  - La prevención o eliminación de los barrios marginales o el deterioro; o
  - Actividades de desarrollo comunitario para hacer frente a una amenaza urgente para la salud o la seguridad.

EQUAL HOUSING OPPORTUNITY

Plan consolidado CDBG
AF2025 - 2029 de la Ciudad de Newburgh

el Plan Consolidado, o el "Plan Con" o "Plan Quinquenal", está diseñado para ayudar a los estados y jurisdicciones locales a evaluar sus necesidades de vivienda asequible y desarrollo comunitario y las condiciones del mercado, y para tomar decisiones de inversión basadas en datos y basadas en el lugar.

EQUAL HOUSING OPPORTUNITY

Ciudad de Newburgh CDBG
AF2025 - 2029 Plan Consolidado

Los Objetivos del Plan Consolidado se identifican a partir de las Necesidades Prioritarias en la Ciudad de Newburgh.



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Ciudad de Newburgh CDBG
AF2025 - 2029 Plan Consolidado

Necesidades prioritarias identificadas a través de (ejemplos):

- 20 Reuniones de Alcance Comunitario
- Dos (2) Audiencias Públicas
- Dos (2) Períodos de Comentarios Públicos



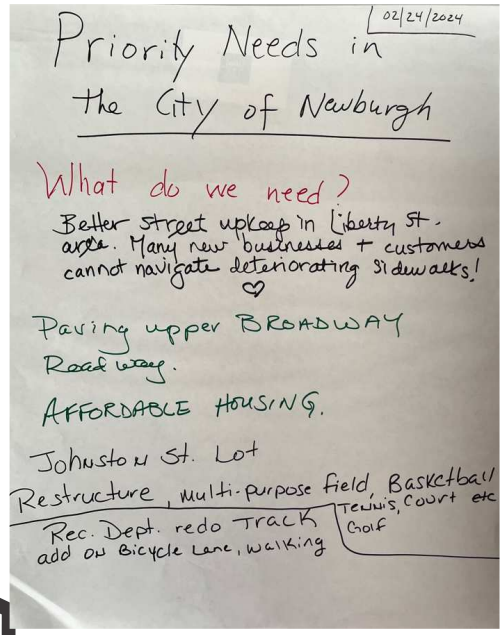


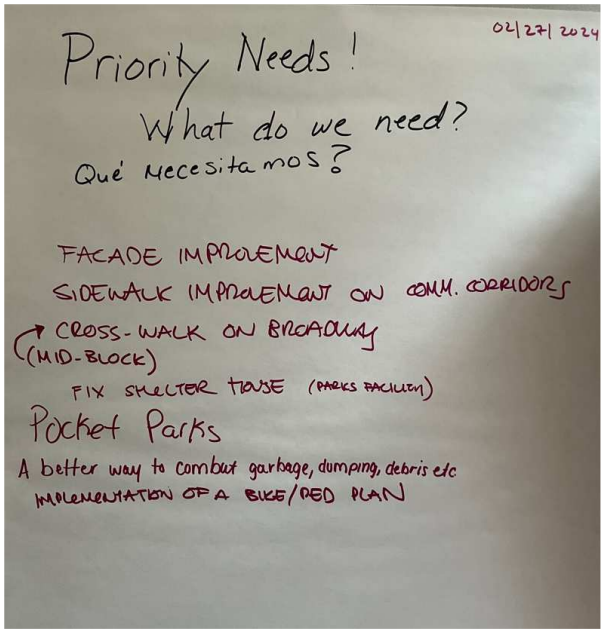


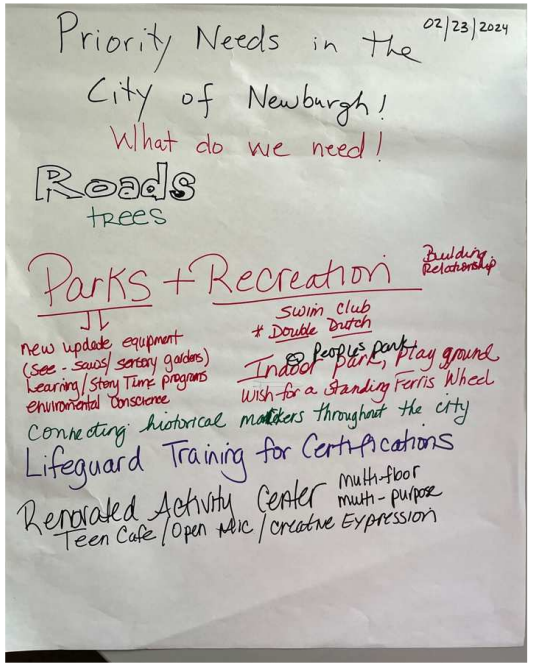
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AF2025 - 2029 Plan Consolidado

Algunos de los comentarios de las Reuniones de Alcance Comunitario 2024







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Ciudad de Newburgh CDBG
AF2025 - 2029 Plan Consolidado

*El Plan Consolidado para el año fiscal 2025 - 2029 proporcionará a la Ciudad de Newburgh **cinco años** de financiación para apoyar proyectos de necesidades prioritarias.*

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Ciudad de Newburgh FY2025 - 2029
Necesidades Prioritarias del Plan Consolidado:

- Mejoras de Infraestructura
- Económico
- Calidad de Vida
- Vivienda

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Ciudad de Newburgh AF2025 - 2029 Plan Consolidado:

Necesidad prioritaria: Mejoras en la infraestructura

Ejemplos de Proyectos:

- "Calles completas" Mejoras de acceso seguro (por ejemplo, bicicletas, peatones, automovilistas)
- Protección de agua potable
- Mejoras en el alcantarillado





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Ciudad de Newburgh AF2025 - 2029 Plan Consolidado:

Necesidad prioritaria: Desarrollo Económico

Ejemplos de Proyectos:

- Programa de Letreros Comerciales/ Fachada
- Asistencia para el Desarrollo de la Fuerza Laboral









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Ciudad de Newburgh AF2025 - 2029 Plan Consolidado:

Necesidad Prioritaria: Mejoras en la Calidad de Vida

Ejemplos de Proyectors:

- Mejoras en los Parques
- Festival de Cine Infantil de Verano





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Ciudad de Newburgh AF2025 - 2029 Objetivos del Plan Consolidado:

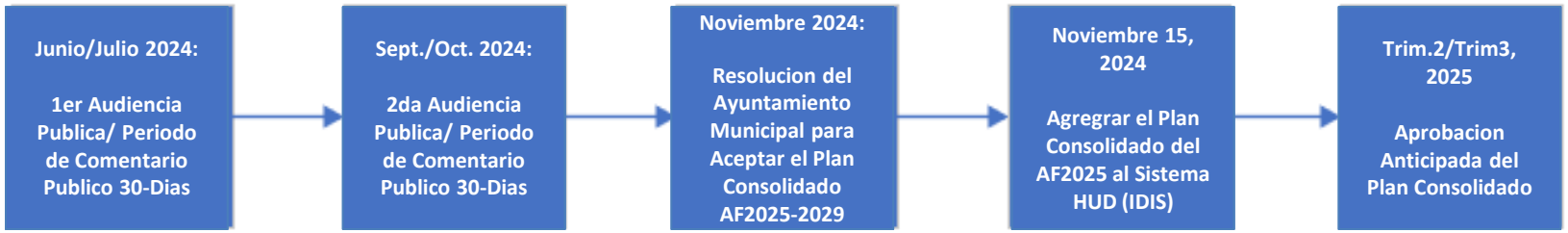
Necesidad Prioritaria: Vivienda

Ejemplos de Proyecto:

- Programa de Propiedades REM
- Programa de Asistencia para Propietarios de Viviendas, coordinado a través de un socio de vivienda de la Ciudad de Newburgh

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Ciudad de Newburgh AF2025 - 2029
Cronología del Plan Consolidado



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AF2025 - 2029 Cronología del Plan Consolidado

Subvención en Bloque para el Desarrollo Comunitario ("CDBG")

Plan de Acción Annual para AF2025*

Departamento de Planificación y Desarrollo
Septiembre 2024

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*Pendiente de aprobación del presupuesto federal

Ciudad de Newburgh AF2025 Plan de Acción Annual (AAP)

El Plan Consolidado se lleva a cabo a través de Planes de Acción Anuales, que proporcionan un resumen conciso de las acciones, actividades y los recursos federales y no federales específicos que se utilizarán cada año para abordar las necesidades prioritarias y metas específicas identificadas por el Plan Consolidado.

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Proyectos/Financiamiento CDBG propuestos para el año fiscal 2025

	Necesidad Prioritaria Atendida	Nombre del proyecto	Actividades Propuestas (ejemplos)	Financiación de proyectos
Proyectos Financiados Mediante Subsidio de Derecho				
	Vivienda	Vivienda	Programa de Propiedad In Rem: Para continuar financiando los salarios / beneficios de 3 empleados de la Ciudad de Newburgh. También financie los materiales necesarios para mantener las propiedades embargadas, como palas de nieve, gomas de maleza, cerraduras / llaves.	$240,000.00
	Vivienda	Vivienda	Programa de reparación de asistencia para propietarios de viviendas administrado por el subreceptor de la ciudad de Newburgh. (Los fondos se incrementarán según sea necesario)	$15,000.00
	Mejoras de Infraestructura	Mejoras de Infraestructura	Continuar financiando el proyecto Curb Ramp & Sidewalk Improvements.	$220,000.00
	Mejoras de Infraestructura	Mejoras de Infraestructura	Mejoras de accesibilidad pública a edificios, parques y otros espacios públicos de la ciudad de Newburgh	$110,000.00
	Desarrollo Economico	Desarrollo Economico	Actividades de desarrollo económico. Ejemplos de actividades incluyen un proyecto piloto de firma de negocios	$25,000.00
	Mejoras de Calidad de Vida	Servicios Vecinales	**Actividad de servicio público, sujeta a un tope de asignación anual del 15%.** Ejemplos de actividades: Festival de Cine de Verano (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh)	$15,000.00
		Servicios Vecinales	**Actividad de servicio público, sujeta a un tope de asignación anual del 15%.** Ejemplos de actividades: Actividades de alcance comunitario de la ciudad de Newburgh (Programa Juvenil de Cadetes de Policía/Bomberos)	$15,000.00
		Servicios Vecinales	**Actividad de servicio público, sujeta al límite de asignación anual del 15%** Ejemplos de actividades: Capacitación de la fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la ciudad de Newburgh).	$25,000.00
	Administracion	Administracion	**Administración Sujeta al 20% del límite de asignación anual**. Las actividades incluyen: Administración del programa, Salario y beneficios del personal, servicios de traducción de idiomas, costos operativos del programa (incluidos los correos), capacitaciones / conferencias del programa.	$165,000.00
			Asignación total propuesta para el Año Fiscal 2025	$830,000.00

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Financiación para Imprevistos

Si el monto real de la asignación anual excede la estimación propuesta, los presupuestos de los proyectos aumentarán en:

	Necesidad Prioritaria Atendida	Nombre del proyecto	Actividades Propuestas (ejemplos)	Financiación de proyectos	% De aumento del proyecto, si la asignación de HUD es mayor que la propuesta (aprox.)
Proyectos Financiados Mediante Subsidio de Derecho					
	Vivienda	Vivienda	Programa de Propiedad In Rem: Para continuar financiando los salarios / beneficios de 3 empleados de la Ciudad de Newburgh. También financie los materiales necesarios para mantener las propiedades embargadas, como palas de nieve, gomas de maleza, cerraduras / llaves.	$240,000.00	No Change
	Vivienda	Vivienda	Programa de reparación de asistencia para propietarios de viviendas administrado por el subreceptor de la ciudad de Newburgh. (Los fondos se incrementarán según sea necesario)	$15,000.00	30%
	Mejoras de Infraestructura	Mejoras de Infraestructura	Continuar financiando el proyecto Curb Ramp & Sidewalk Improvements.	$220,000.00	30%
	Mejoras de Infraestructura	Mejoras de Infraestructura	Mejoras de accesibilidad pública a edificios, parques y otros espacios públicos de la ciudad de Newburgh	$110,000.00	20%
	Desarrollo Economico	Desarrollo Economico	Actividades de desarrollo económico. Ejemplos de actividades incluyen un proyecto piloto de firma de negocios	$25,000.00	No Cambio
	Mejoras de Calidad de Vida	Servicios Vecinales	**Actividad de servicio público, sujeta a un tope de asignación anual del 15%.** Ejemplos de actividades: Festival de Cine de Verano (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh)	$15,000.00	5%
		Servicios Vecinales	**Actividad de servicio público, sujeta a un tope de asignación anual del 15%.** Ejemplos de actividades: Actividades de alcance comunitario de la ciudad de Newburgh (Programa Juvenil de Cadetes de Policía/Bomberos)	$15,000.00	5%
		Servicios Vecinales	**Actividad de servicio público, sujeta al límite de asignación anual del 15%** Ejemplos de actividades: Capacitación de la fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la ciudad de Newburgh).	$25,000.00	10%
	Administracion	Administracion	**Administración Sujeta al 20% del límite de asignación anual**. Las actividades incluyen: Administración del programa, Salario y beneficios del personal, servicios de traducción de idiomas, costos operativos del programa (incluidos los correos), capacitaciones / conferencias del programa.	$165,000.00	No Cambio
			Asignación total propuesta para el Año Fiscal 2025	$830,000.00	

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Financiación para Imprevistos

Si el monto real de la asignación anual es menor que la estimación propuesta, los presupuestos del proyecto disminuirán en:

	Necesidad Prioritaria Atendida	Nombre del proyecto	Actividades Propuestas (ejemplos)	Financiación de proyectos	% Disminución del proyecto, si la asignación de HUD es inferior a la propuesta (aprox.)
Proyectos Financiados Mediante Subsidio de Derecho					
	Vivienda	Vivienda	Programa de Propiedad In Rem: Para continuar financiando los salarios / beneficios de 3 empleados de la Ciudad de Newburgh. También financie los materiales necesarios para mantener las propiedades embargadas, como palas de nieve, gomas de maleza, cerraduras / llaves.	$240,000.00	10%
	Vivienda	Vivienda	Programa de reparación de asistencia para propietarios de viviendas administrado por el subreceptor de la ciudad de Newburgh. (Los fondos se incrementarán según sea necesario)	$15,000.00	10%
	Mejoras de Infraestructura	Mejoras de Infraestructura	Continuar financiando el proyecto Curb Ramp & Sidewalk Improvements.	$220,000.00	20%
	Mejoras de Infraestructura	Mejoras de Infraestructura	Mejoras de accesibilidad pública a edificios, parques y otros espacios públicos de la ciudad de Newburgh	$110,000.00	10%
	Desarrollo Economico	Desarrollo Economico	Actividades de desarrollo económico. Ejemplos de actividades incluyen un proyecto piloto de firma de negocios	$25,000.00	10%
	Mejoras de Calidad de Vida	Servicios Vecinales	**Actividad de servicio público, sujeta a un tope de asignación anual del 15%.** Ejemplos de actividades: Festival de Cine de Verano (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh)	$15,000.00	10%
		Servicios Vecinales	**Actividad de servicio público, sujeta a un tope de asignación anual del 15%.** Ejemplos de actividades: Actividades de alcance comunitario de la ciudad de Newburgh (Programa Juvenil de Cadetes de Policía/Bomberos)	$15,000.00	10%
		Servicios Vecinales	**Actividad de servicio público, sujeta al límite de asignación anual del 15%** Ejemplos de actividades: Capacitación de la fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la ciudad de Newburgh).	$25,000.00	10%
	Administracion	Administracion	**Administración Sujeta al 20% del límite de asignación anual**. Las actividades incluyen: Administración del programa, Salario y beneficios del personal, servicios de traducción de idiomas, costos operativos del programa (incluidos los correos), capacitaciones / conferencias del programa.	$165,000.00	10%
			Asignación total propuesta para el Año Fiscal 2025	$830,000.00	

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Proyecto:	Vivienda	
Activities:	Proyecto Propiedad REM	$240,000.00
	Asistencia al Propietario de Vivienda	$15,000.00

Resumen

- Financiación continua para el programa In Rem, incluyendo los salarios de 3 empleados a tiempo completo (2 empleados de DPW y el Especialista en Desarrollo Económico), suministros del programa de propiedades In Rem, tales como pintura, madera contrachapada, In Rem Training.
- Fondos para apoyar el Programa de Asistencia para Propietarios de Viviendas Asociadas de la Ciudad de Newburgh.

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Aspectos Destacados de Propiedades REM

- Atendido por 2 empleados de tiempo completo del Departamento de obras públicas y 1 empleado del Departamento de planificación y desarrollo dedicado al programa in rem.

- Proporciona mantenimiento y seguridad de propiedades vacantes. Mantiene las propiedades habitables, vecindarios que se encuentran bien, mantiene/aumenta los valores de propiedad.



La Ley de Vivienda y Desarrollo Comunitario de 1992 autoriza las actividades necesarias para realizar reparaciones y pagos esenciales de los gastos de explotación necesarios para mantener la habitabilidad de las viviendas adquiridas mediante procedimientos de ejecución hipotecaria fiscal con el fin de abandono y deterioro de esas viviendas en barrios de ingresos bajos y moderados.

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Proyecto: Mejoras de Infraestructura
Presupuesto: $220,000.00

Resumen

Ejemplos de Proyectos Pueden Incluir:

- “Calles Completas” Actualizaciones de acceso seguras
- Mejoras de las Aceras





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Proyecto: Desarrollo Economico
Presupuesto: $25,000.00

Resumen

Ejemplos de los proyectos pueden incluir:

- Señalización de Negocios



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Proyecto: Mejoras a las Instalaciones Públicas
Presupuesto: $110,000.00



Resumen

Ejemplos de los Proyectos pueden Incluir:

- Mejoras/actualizaciones de los equipos de los parques infantiles
- Cercas









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Proyecto: Vigilancia Comunitaria/Servicios Vecinales
Presupuesto: $55,000.00



Resumen

Ejemplos de los Proyectos pueden Incluir:

- Película infantil de verano 2025 Festival
- Actividades de extensión comunitaria
- Capacitación en el trabajo para la fuerza laboral







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Proyecto: Administración
Financiamiento del Proyecto: $165,000.00

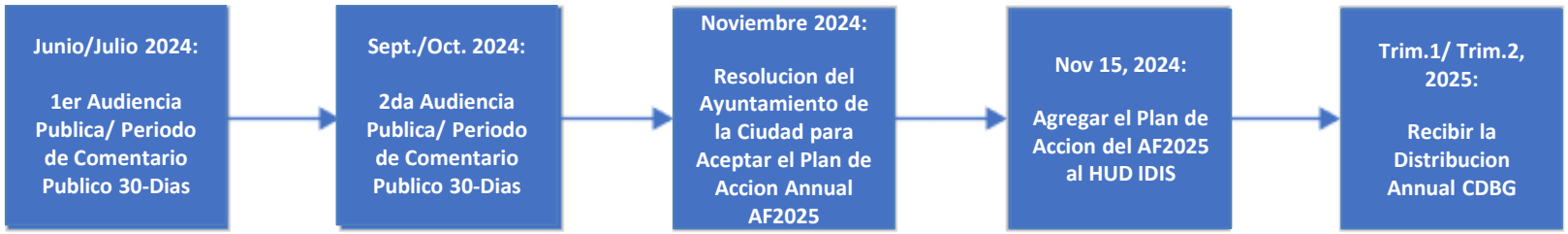


Resumen

Financiamiento para incluir sueldo y beneficios para el director de desarrollo comunitario, mailing de negocios, suministros y administración de programas/capacitación/Conferencia.

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AF2025 CDBG AAP Cronologia



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CRONOGRAMA DE PROYECTOS DE SUBVENCIONES EN BLOQUE PARA EL DESARROLLO COMUNITARIO (CDBG) DEL AÑO FISCAL 2025

FY2024 Annual Action Plan
Community Development Block Grant (CDBG)

	Necesidad Prioritaria Atendida	Nombre del proyecto	Actividades Propuestas (ejemplos)	Financiación de proyectos	% De aumento del proyecto, si la asignación de HUD es mayor que la propuesta (aprox.)	% Disminución del proyecto, si la asignación de HUD es inferior a la propuesta (aprox.)
Proyectos Financiados Mediante Subsidio de Derecho						
	Vivienda	Vivienda	Programa de Propiedad In Rem: Para continuar financiando los salarios / beneficios de 3 empleados de la Ciudad de Newburgh. También financie los materiales necesarios para mantener las propiedades embargadas, como palas de nieve, gomas de maleza, cerraduras / llaves.	$240,000.00	No Change	10%
	Vivienda	Vivienda	Programa de reparación de asistencia para propietarios de viviendas administrado por el subreceptor de la ciudad de Newburgh. (Los fondos se incrementarán según sea necesario)	$15,000.00	30%	10%
	Mejoras de Infraestructura	Mejoras de Infraestructura	Continuar financiando el proyecto Curb Ramp & Sidewalk Improvements.	$220,000.00	30%	20%
	Mejoras de Infraestructura	Mejoras de Infraestructura	Mejoras de accesibilidad pública a edificios, parques y otros espacios públicos de la ciudad de Newburgh	$110,000.00	20%	10%
	Desarrollo Economico	Desarrollo Economico	Actividades de desarrollo económico. Ejemplos de actividades incluyen un proyecto piloto de firma de negocios	$25,000.00	No Cambio	10%
	Mejoras de Calidad de Vida	Servicios Vecinales	**Actividad de servicio público, sujeta a un tope de asignación anual del 15%.** Ejemplos de actividades: Festival de Cine de Verano (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh)	$15,000.00	5%	10%
		Servicios Vecinales	**Actividad de servicio público, sujeta a un tope de asignación anual del 15%.** Ejemplos de actividades: Actividades de alcance comunitario de la ciudad de Newburgh (Programa Juvenil de Cadetes de Policía/Bomberos)	$15,000.00	5%	10%
		Servicios Vecinales	**Actividad de servicio público, sujeta al límite de asignación anual del 15%** Ejemplos de actividades: Capacitación de la fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la ciudad de Newburgh).	$25,000.00	10%	10%
	Administracion	Administracion	**Administración Sujeta al 20% del límite de asignación anual**. Las actividades incluyen: Administración del programa, Salario y beneficios del personal, servicios de traducción de idiomas, costos operativos del programa (incluidos los correos), capacitaciones / conferencias del programa	$165,000.00	No Cambio	10%
			Asignación total propuesta para el Año Fiscal 2025	$830,000.00		

RESOLUTION NO.: _____ - 2024

OF

DECEMBER 9, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH CORE & MAIN LP AND SENSUS USA, INC. FOR THE PURCHASE AND INSTALLATION OF SENSUS WATER METER, SMART POINT, AND FLEXNET INFRASTRUCTURE IMPROVEMENT EQUIPMENT AND SERVICES AT A COST OF $514,734.00

WHEREAS, the City of Newburgh proposes to execute agreements with Core & Main LP and Sensus USA, Inc. for the purchase and installation of Sensus water meter, smart point, and FlexNet infrastructure improvement equipment and services; and

WHEREAS, the proposal includes costs of equipment, installation, and 5 years of cloud-based subscription software services; and

WHEREAS, the cost for the equipment and services will be $514,734.00, with funding derived from HF1.8397.0200.0010.2024 – ARPA Water Meter Replacement Equipment / Infrastructure; and

WHEREAS, the City Council has reviewed the annexed estimate and has determined that purchasing such equipment and services would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute agreements with Core & Main LP and Sensus USA, Inc. for the purchase and installation of Sensus water meter, smart point, and FlexNet infrastructure improvement equipment and services at a cost of $514,734.00.

City of Newburgh, NY

Master Water Meter Project Agreement

Core & Main LP
650 Sheafe Road
Poughkeepsie, NY 12601

Internal Use Only

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Appendix A	Project Scope
Exhibit A-1	*Project Pricing*
Exhibit A-2	*Sensus Advanced Metering Infrastructure (AMI) Agreement*
Exhibit A-3	*Statement of Work*
Appendix B	Warranty
Exhibit B-1	*Manufacturers' Warranties*

Master Project Agreement

This Master Project Agreement ("Agreement") dated as of _____, 2024 (the "Effective Date") between Core & Main LP, a Florida limited partnership ("Core & Main"), and The City of Newburgh, a municipal corporation of the State of New York ("Client"). Core & Main and Client may be referred to herein individually as a "Party," and jointly as the "Parties."

1. Purpose and Scope. The Parties have entered into this Agreement for the purpose of Core & Main providing Sensus Water Meters, Sensus Smart Points, and Sensus FlexNet Infrastructure to Client (the "Project"). Core & Main agrees to undertake the necessary work required for the completion of Core & Main's obligations under this Agreement, including providing materials and any installation or services as specified in Appendix A (the "Work"). Client agrees to undertake all of its obligations that are identified and to pay Core & Main in the manner contemplated by this Agreement. Should any provisions of the Agreement conflict with any provisions in any Appendices or Exhibits annexed hereto, the provisions in the Agreement shall prevail.

2. Term. The Term of this Agreement shall begin on the Effective Date and, unless earlier terminated in the manner contemplated by this Agreement, shall endure for the period specified in Appendix A.

3. Core & Main's Responsibilities. Core & Main shall provide all Work as described in this Agreement. Without limiting the generality of the foregoing, Core & Main shall maintain supervision of all its subcontractors. Any work or services beyond the scope of the Work agreed to herein shall not be considered as part of this Agreement. There shall be no implied or verbal agreements between the Parties relating to the subject matter of this Agreement. In addition, Core and Main shall:

1. Apply such time, attention, and reasonable skill and care as may be necessary or appropriate for its proper performance of the Project;
2. Use industry and proprietary tools and data for the performance of the Project that are generally accepted in the industry;
3. Comply with all applicable laws in connection with its performance of the Project;
4. Comply with all reasonable directions regarding the Project communicated to it from time to time by the City;
5. Keep confidential materials that are in its possession or control safe and secure;
6. Comply with all Project deliverables by the dates set out in this Agreement or any other delivery date(s) agreed by the Parties in writing.

If at any time Core & Main becomes aware that it may not be able to perform or deliver the Project deliverables by any date set out in the applicable scope of work (or any other deadline agreed by the Parties in writing), Core & Main will promptly notify the City and give details of the reasons for the delay. Unless the delay is caused by Force Majeure, Core & Main's failure to perform will represent a material breach of this Agreement entitling the City to terminate this Agreement and pursue its legal and equitable remedies, subject only to the cure provision set forth in Section 6(d).

4. Client's Responsibilities. Client shall be responsible for cooperating with Core & Main, providing accurate information in a timely manner, and making payment in a timely manner for Work performed. Client shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to Core & Main and its subcontractors, and will have the authority to make decisions on behalf of Client. Client shall provide to Core & Main and its subcontractors all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement and the Project. Client shall be required to give notice to Core & Main within three (3) business days upon discovery of any fault or defect in the Project.

5. Default of Client. The following events shall be considered events of Default of Client: (a) The failure of Client to make payments to Core & Main in accordance with the terms of this Agreement; (b) any representation or warranty provided by Client that proves to be materially false or misleading when made; (c) Client becomes insolvent, or makes an assignment for the benefit of creditors, or should a voluntary or involuntary petition in bankruptcy or a reorganization or any adjudication of Client as insolvent or bankrupt be filed; (d) any failure of Client to comply with or perform according to the terms of this Agreement or to correct such failure to perform within thirty (30) days of receipt of written notice from Core & Main. If an event of Default by Client occurs, Core & Main will have the right to cancel this Agreement and to terminate immediately all Work hereunder without further obligation except the Client will be obligated to pay for Work performed through the date of termination.

6. Default of Core & Main. The following events shall be considered events of default on the part of Core & Main: (a) the failure of Core & Main to deliver its Work free and clear of any lien or encumbrance by any subcontractor, laborer, materialman, or other creditor of Core & Main; (b) Core & Main becomes insolvent, or makes an assignment for the benefit of creditors, or should a voluntary or involuntary petition in bankruptcy or a reorganization or any adjudication of Core & Main as insolvent or bankrupt be filed; (c) any representation or warranty (excluding a warranty as contemplated by Section 9 of this Agreement) provided by Core & Main that proves to be materially false or misleading when made, (d) any failure of Core & Main to comply with or perform according to the terms of this Agreement or to commence efforts to correct such failure to perform within thirty (30) days of notice from Client, and thereafter continuously pursue correction, but in no case shall such correction period extend for greater than 90 days for any single instance. In the event of default by Core & Main, Client will have the right to cancel this Agreement and to terminate immediately all Work hereunder without further obligation except the Client will be obligated to pay for Work performed through the date of termination, excluding any defective work previously objected to by Client. Additionally, Client will be entitled to recover the documented excess actual and direct costs of procuring the Work hereunder through alternate sources provided that Client makes efforts to reasonably mitigate such actual and direct costs.

7. Force Majeure. Neither Core & Main nor Client shall be responsible to each other for damage or delay that arise from Force Majeure, including but not limited to conditions beyond the reasonable control, and not the result of the fault of the impacted Party, including, without limitation acts of God, storms, extraordinary weather, epidemic or pandemic, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of materials required for the Project, and unavailability of fuel.

8. Taxes, Permits, and Fees. Core & Main shall be responsible for obtaining all permits and related permit fees associated with the Project. The Client must disclose any known fees in advance of contract signing. Client agrees to waive all permit fees for permits issued by the City of Newburgh. Client shall pay sales, use, consumer, and like taxes when applicable, as well as any tariffs relating to the materials to be provided hereunder. Client is tax exempt and shall provide any necessary tax exempt paperwork to Core & Main where necessary. Client shall be responsible for securing at its sole expense any other necessary

approvals, easements, assessments, or required zoning changes. Core & Main shall be responsible for all taxes measured by Core & Main's income.

9. Warranty. The extent of the warranty to be provided by Core & Main is set forth in Appendix B.

10. Indemnity. Subject to Section 12 of this Agreement:

(a) Except as otherwise expressly provided in Section 10(b) below, Client assumes all liability and risk associated with the use, operation, and storage of any materials and equipment in its custody and control and for property damage, injuries, or deaths associated with or arising out of the use and operation of the Project by Client effective upon issuance of a certificate of completed works by the Client to Core & Main, except to the extent said damage, injury, or death is the direct result of Core & Main, its employees, and agents.

(b) Core & Main agrees to indemnify, defend and hold Client, its officers and employees harmless from actual and direct losses and damages sustained by Client arising from (a) third party claims to the extent caused by the gross negligence or intentional misconduct of Core & Main, (b) breach of this Agreement or (c) violation of law. To the extent Client has paid Core & Main for its Work, Core & Main shall indemnify and hold Client and its officers and employees harmless from all claims for payment of subcontractors or materialmen hired by Core & Main for Work relating to the Project.

11. Title and Risk of Loss. Title and risk of loss for materials and equipment will pass to Client upon issuance of a certificate of completed works by the Client to Core & Main for the installation of the permanent infrastructure, and upon delivery of the individual water meters and radios to the Client as listed in Appendix A-1 of this agreement. If materials are not delivered to Client's location, or if Core & Main is responsible for installation of materials and equipment prior to delivery to Client, then title and risk of loss for materials and equipment will pass to Client upon installation.

12. Liability. Core & Main's liability under this Agreement shall not exceed the amounts paid to Core & Main by Client hereunder, with the exception of any third party claims to the extent caused by the gross negligence or intentional misconduct of Core & Main. In such case Core & Main's liability shall be determined by a court of competent jurisdiction. NEITHER CORE & MAIN NOR CLIENT SHALL BE RESPONSIBLE TO EACH OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES RESULTING IN ANY FORM FROM THE PROJECT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT, OR OTHERWISE.

13. Insurance.

(a) During the Term of this Agreement Core & Main will procure and maintain at its own expense the following insurance coverage:

(1)	General Liability	$1,000,000/occurrence $2,000,000/aggregate
(2)	Automobile Liability	$1,000,000 combined single limit
(3)	Worker's Compensation, including Employer's Liability	As required by law
(4)	Umbrella Liability	$5,000,000

(b) Core & Main will add Client as an additional insured on the above policies except Workers' Compensation. Core & Main shall provide a certificate of insurance evidencing the above coverage. Notice of cancellation will be provided 30 days in advance.

(c) Core & Main will require its Subcontractors to provide a certificate of insurance evidencing coverage acceptable to Core & Main, and to include Client and Core & Main as additional insureds.

(d) Core & Main shall provide certificates of insurance to Client evidencing the aforementioned insurance requirements. Except with respect to Worker's Compensation insurance, said policies shall name Client as additional insured on a primary, non-contributory basis, including for ongoing and completed operations. All certificates must be submitted to Client prior to the commencement of the work pursuant to this Agreement and shall be subject to review and approval by Client and its attorney as to form and content. In addition, the insurance carriers of said insurance shall be required to notify Client of any cancellation of coverages. Said notification shall not be effective upon Client unless received by Client at least thirty (30) days prior to the cancellation of insurance coverages. All policies of insurance required pursuant to this Agreement shall: (a) to the extent obtainable and regardless of additional cost or premium, contain waivers of subrogation provisions with respect to the acts or omissions of Client; (b) indicate that coverages are not impaired; and (c) indicate the full coverage is available to Client.

(e) If Core & Main fails to obtain and maintain the required insurance coverages on behalf of itself or its contractors as herein provided, this Agreement may be terminated immediately by Client, without giving prior written notice to Core & Main, or Client shall have the right, but not the obligation, to procure insurance of the type and in the amounts specified and shall have the further right for reimbursement or offset of the costs of such insurance from Core & Main.

(f) In the event Core & Main retains any subcontractor to perform any part of the work under this Agreement, Core & Main shall provide proof of the insurance required above on behalf of the subcontractor, or shall have the subcontractor named as an additional insured under the policies required above.

(g) Core & Main's insurance shall be the primary insurance applicable to any claim for which it is contractually obligated under this Agreement.

(h) Contractor's insurances shall be primary in any suit by a third-party that names both the City and Contractor as defendants to an action.

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

(j) The insurance requirements of this Agreement shall not be construed or deemed to waive any rights the City may otherwise have nor any causes of action that the City may have against Core & Main or its contractors.

14. Safety. Core & Main shall have the primary responsibility for all safety precautions and programs necessary to complete its Work associated with the Project. Core & Main agrees to comply with all applicable regulations, ordinances, and laws relating to safety.

15. Hazardous Materials. The Project and the Work expressly excludes any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances. Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that Core & Main shall be required to perform work that in any way will affect Core & Main's ability to complete the Project. If Core & Main is made aware or suspects the presence of hazardous materials, Core & Main reserves the right to stop work in the affected area and shall immediately notify Client. It shall remain Client's responsibility to

correct the condition to comply with local and federal standards and regulations. In this instance however, Client shall not be responsible for costs related to any delays during the condition correction period. Client is responsible for proper disposal of all hazardous materials, including but not limited to lithium batteries.

16. Delays and Access. In the event of any delay, including but not limited to Force Majeure or delays caused by Client, Core & Main will notify Client in writing of the existence and nature of the delay. Client and Core & Main will then mutually agree upon any new completion dates, and pricing or payment terms for the Work which must be documented in writing in the form of a change order approved by the City Council and duly executed by Core & Main and the City Manager. Nothing in the foregoing sentence shall be deemed to relieve Client from its obligation to provide Core & Main and its subcontractors reasonable and safe access to facilities that are necessary for Core & Main to complete the Work.

17. Compliance. Core & Main and Client will comply with all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any governmental bodies, agencies, authorities, and courts having jurisdiction.

18. Dispute Resolution.

(a) The Parties will attempt in good faith to resolve through negotiation any dispute, claim, change order or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within seven business days from receipt with a statement of its position on, and recommended solution to, the dispute. Thereafter the Parties will attempt to resolve the dispute through negotiations conducted in good faith. If the dispute is not resolved by these negotiations within 30 business days following the date of the initial written notice, the matter will be resolved in accordance with Section 18(b) below.

(b) The Parties agree that in the event any dispute between them relating to this Agreement is not resolved under Section 18(a) above, exclusive jurisdiction shall be in the trial courts located within Orange County, New York, and any objections as to jurisdiction or venue in such court being expressly waived.

(c) All disputes arising out of this Agreement shall be governed by, and construed in accordance with, the laws of the State New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State.

19. Attorney's Fees. In the event of any litigation between Parties hereto arising from or with respect to this Agreement, the Parties will each bear their own attorneys' fees and costs of the action.

20. Assignability. Neither Party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written consent.

21. Notices. All notices and communications related to this Agreement shall be made in following address:

If to Client:	City of Newburgh attn: City Engineer 83 Broadway Newburgh, NY 12550
With a copy to:	City of Newburgh

attn: Office of the Corporation Counsel
83 Broadway
Newburgh, New York 12550

If to Core & Main: Core & Main LP
650 Sheafe Rd
Poughkeepsie, NY 12601

With a copy to: Legal Department
Core & Main LP
1830 Craig Park Court
St. Louis, MO 63146
Ph: (314) 432-4700
Fax: (314) 432-2550

22. Binding Effect. Client and Core & Main each represent and warrant to the other that this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement enforceable against such Party in accordance with its terms.

23. Modifications. This Agreement shall not be modified in any respect except by a written document signed and agreed to by both Core & Main and Client.

24. Severability. Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

25. Privacy. The Privacy Policy of Core & Main may be accessed at the following URL: www.coreandmain.com/privacy-policy/.

26. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Agreement may be amended by mutual consent of the parties hereto in writing.

27. Miscellaneous.

(a) Core & Main, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

(b) Core & Main agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, Core & Main will not discriminate against any employee or applicant for employment because of race, creed,

color, sex, national origin, age, disability or marital status. Furthermore, Contractor agrees that neither it nor its sub-contractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

(c) Core & Main certifies compliance with providing a drug-free workplace.

(d) Core & Main warrants that it has not employed or retained any company or person, other than a bona fide employee working for Core & Main, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(e) Core & Main warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Agreement or subcontractors for work performed in the execution of this Agreement, or for any architectural or engineering services, public or private, performed for the Core & Main or its subcontractors.

(f) Core & Main may not assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or its power to execute such Agreement, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Agreement and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom Core & Main shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the City.

(g) In the event of any claims made or any actions brought against the City in connection with the Agreement, Core & Main agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such claim.

(h) In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

28. <u>Certification for Federal or State Aid (if Applicable)</u>.

Should this Contract, or any portion thereof, be funded with federal or state aid, Contractor certifies, by signing this Contract, to the best of its knowledge and belief, that:

(a) No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government, in connection with the award of any federal or state contract, the making of any federal or state grant, the making of any federal or state loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

(b) If any funds other than federal or state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government in connection with this contract, the undersigned shall complete and submit a "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

(d) Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or state agency;

(e) Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or state agency within the past three years;

(f) Does not have a proposed debarment pending; and

(g) Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"CORE & MAIN"

CORE & MAIN LP

By: _____

Printed Name: _____

Printed Title: _____

"CLIENT"

CITY OF NEWBURGH

By: _____

Printed Name: Todd Venning

Printed Title: City Manager & CEO

Appendix A

Project Scope

1. Summary of Work. The Summary of Work for the Project contemplated hereunder consists of providing and installing (if applicable) all Project materials and equipment as listed in Exhibit A-1, and management of the installation process (if applicable) within the geographic area defined in the propagation study or such other geographic area as otherwise defined herein (the "Utility Service Area").

2. Project Implementation Period. The Project is projected to commence on _____, and will be implemented over an approximate _____ period of time. Project completion is estimated on or around _____.

3. Compensation. Client agrees to pay Core & Main for the Work as described in Exhibit A-1 and additionally for each supplemental item as required by Client and agreed by the parties. Core & Main reserves the right to increase prices upon thirty (30) calendar days' notice to address factors beyond its control, including but not limited to government regulations or tariffs. Client will make payment to Core & Main within 30 days of the receipt of a complete, approvable invoice.

4. Installation Responsibilities of Core & Main.

(a) Project Installation.

ELLIS AVENUE TANK - This is a Summary Of Work for the Advanced Metering Equipment Supply and Installation at the Ellis Avenue Tank in Newburgh, NY.

1. Labor

PlusComm, a subcontractor of Core & Main, will complete the following services for Core & Main at the site.

- PlusComm will pick up the M400 from a central location in Newburgh.
- (2) 2-3/8" schedule 40 steel galv pipes will be installed in concrete to a depth of 32". Horizontal strut will be installed on the pipes in order to create an H-Frame.
- The M400 will be mounted to the H-Frame in a level and plumb position.
- The H-Frame/M400 will be installed less than 5' from the bottom of the ladder that ascends the tank and will be a standalone unit.
- The M400 cabinet, internal main ground bar, and the bottom ground kit will be grounded to an existing ground point.
    - If there is not an acceptable existing ground point, an 8' copper ground rod will be installed under M400. The installation of this ground rod is included in the existing cost.
- Strut will be used to transfer from the M400 pipe to the tank for cable support.
- A triangular non-penetrating roof mount will be installed on top of the tank in the location chosen by the Core & Main PM to create a mounting location for the transmit antenna.
    - The center mast of the sled will be 2-7/8" diameter by 15' tall.
    - Mats will be installed under the sled and block ballast will be used.

- The transmit panel antenna will be installed on the mast pipe. The top of the antenna will be even with the top of the mast making the RAD Center 11' from the top of the tank.
- The antenna will be aligned to 45 degrees using a SunSight Antenna Alignment Tool. Alignment captures will be provided to Core & Main and the Client upon completion.
- 7/8" AVA5 will be run from the M400, across the unistrut, up and firmly attached to the back side of the welded ladder fins as to not interfere with climbing, and across the tank top on sleepers to the Non-Pen mount as described by the Core & Main PM. Along the pathway it will be secured using a combination of snap-ins, beam clamps, hose clamps, and mag clips.
- The cable will be grounded at the top, middle, and bottom of the run.
- ½" LDF4 jumpers will be installed at the top and bottom of the hardline.
- Connectors will be installed, and all exterior connections and grounding kits will be weather proofed.
- The RF Polyphaser will be installed and grounded per specs.
- Antenna and Hardline will be tested for quality using an Anritsu Site Master. Sweep Meter data and passing Sweep files will be provided to Core &Main upon completion.
- Core & Main is responsible for the supply of the M400 transmitter.
- PlusComm and Core & Main is not responsible the installation of any electrical.
- The site will be kept clean throughout installation process and upon completion.
- PlusComm will provide to Core & Main and the Client the following certifications for the onsite crew upon request:
    - Competent Climber/Rescue
    - First Aid, CPR, AED Training
    - OSHA 10
    - OSHA 30
    - RF Awareness

2. Materials

PlusComm will supply and transport the following equipment:

Equipment
Transmit Antennas: • WPA-700102-8CF-EDIN-0
• Non-Penetrating Roof Mount with 15'x2-7/8" galv mast pipe, mats, and ballast.
• Additional shipping cost for Non-Penetrating Roof Mount
Remaining Materials: (2) 8'x2-3/8" schedule 40 steel galv pipes, concrete material, M400 mounting material, unistrut, 115' of 7/8" AVA5-50 Hardline, 7/8" connectors, ½" LDF4 jumpers, 7/8" grounding kits, polyphaser, 7/8" hoisting grip, 7/8" snap-ins, hose clamps, tripods, I-Beam clamps/Mag clips, sleepers, ground rod, ground cable, ½" jumper support material, etc.

BRADY AVENUE TANK - This is a Scope Of Work for the Advanced Metering Equipment Supply and Installation at the Brady Avenue Tank in Newburgh, NY.

1. Labor

PlusComm will complete the following services for Core & Main at the site.

- PlusComm will pick up the M400 from a central location in Newburgh.
- (2) 2-3/8" schedule 40 steel galv pipes will be installed in concrete to a depth of 32". Horizontal strut will be installed on the pipes in order to create an H-Frame.
- The M400 will be mounted to the H-Frame in a level and plumb position.
- The H-Frame/M400 will be installed less than 5' from the bottom of the ladder that ascends the tank and will be a standalone unit.
- The M400 cabinet, internal main ground bar, and the bottom ground kit will be grounded to an existing ground point.
    - If there is not an acceptable existing ground point, an 8' copper ground rod will be installed under M400. The installation of this ground rod is included in the existing cost.
- Strut will be used to transfer from the M400 pipe to the tank for cable support.
- An 8'x2-3/8" schedule 40 steel galv pipe will be mounted to the top square halo steel at the top of the tank. Crossover plates will be used if mounting to horizontal members and pipe to pipes will be used if mounting to a vertical member.
- The transmit panel antenna will be installed on the mast pipe with +1 degree downtilt.
- The antenna will be aligned to 100 degrees with +1 mechanical downtilt using a SunSight Antenna Alignment Tool. Alignment captures will be provided to Core & Main and the Client upon completion.
    - The prop study incorrectly calls for -1 uptilt. However, as described by the Sensus engineer and sent to PlusComm by Core and Main via email on December 16, 2021, that is an error and "The design should read "+1" to represent downtilt. Hence please stick with the 2 degree electrical downtilt antenna (WPA-70040-8CF-2-850) and **add 1 degree of mechanical tilt**."
- The 7/8" AVA5 hardline will run from the M400, across the strut, up and firmly attached to the back side of the welded ladder fins as to not interfere with climbing, across the top toe kick of the handrail, to the mast pipe as described by the Core & Main PM. Along the pathway it will be secured using a combination of snap-ins, beam clamps, hose clamps, and mag clips.
- The cable will be grounded at the top, middle, and bottom of the run.
- ½" LDF4 jumpers will be installed at the top and bottom of the hardline.
- Connectors will be installed, and all exterior connections and grounding kits will be weather proofed.
- The RF PolyPhaser will be installed and grounded per specs.
- Antenna and Hardline will be tested for quality using an Anritsu Site Master. Sweep Meter data and passing Sweep files will be provided to Core&Main upon completion.
- Core & Main is responsible for the supply of the M400 transmitter.
- PlusComm and Core & Main is not responsible the installation of any electrical.
- The site will be kept clean throughout the installation process and upon completion.
- PlusComm will provide to Core & Main the following certifications for the onsite crew upon request:
    - Competent Climber/Rescue
    - First Aid, CPR, AED Training
    - OSHA 10
    - OSHA 30
    - RF Awareness

2. Materials

PlusComm will supply and transport the following equipment:

Equipment
Transmit Antennas:

• WPA-70040-8CF-EDIN-2
Remaining Materials: (2) 8'x2-3/8" schedule 40 steel galv pipes, concrete material, M400 mounting material, unistrut, 115' of 7/8" AVA5-50 Hardline, 7/8" connectors, ½" LDF4 jumpers, 7/8" grounding kits, polyphaser, 7/8" hoisting grip, 7/8" snap-ins, hose clamps, tripods, I-Beam clamps/Mag clips, ground rod, ground cable, ½" jumper support material, etc.

MARNE AVENUE TANK - This is a Scope Of Work for the Advanced Metering Equipment Supply and Installation at the Marne Avenue Tank in Newburgh, NY.

1. Labor

PlusComm will complete the following services for Core & Main at the site.

- PlusComm will pick up the M400 from a central location in Newburgh.
- (2) 2-3/8" schedule 40 steel galv pipes will be installed in concrete to a depth of 32". Horizontal strut will be installed on the pipes in order to create an H-Frame.
- The M400 will be mounted to the H-Frame in a level and plumb position.
- The H-Frame/M400 will be installed less than 5' from the bottom of the ladder that ascends the tank and will be a standalone unit.
- The M400 cabinet, internal main ground bar, and the bottom ground kit will be grounded to an existing ground point.
    - If there is not an acceptable existing ground point, an 8' copper ground rod will be installed under M400. The installation of this ground rod is included in the existing cost.
- Strut will be used to transfer from the M400 pipe to the tank for cable support.
- An 8'x2-3/8" schedule 40 steel galv pipe will be mounted to the top platform handrail steel at the top of the ladder. Crossover plates will be used if mounting to horizontal members and pipe to pipes will be used if mounting to a vertical member.
- The panel antenna will be installed on the mast pipe in a level and plumb position.
- The antenna will be aligned to 110 degrees using a SunSight Antenna Alignment Tool. Alignment captures will be provided to Core & Main upon completion.
- The 7/8" AVA5 hardline will run from the M400, across the strut, up and firmly attached to the back side of the welded ladder fins as to not interfere with climbing, across the top toe kick of the handrail, to the mast pipe as described by the Core & Main PM. Along the pathway it will be secured using a combination of snap-ins, beam clamps, hose clamps, and mag clips.
- The cable will be grounded at the top, middle, and bottom of the run.
- ½" LDF4 jumpers will be installed at the top and bottom of the hardline.
- Connectors will be installed, and all outdoor connections and grounding kits will be weather proofed.
- Antenna and Hardline will be tested for quality using an Anritsu Site Master. Sweep Meter data and passing Sweep files will be provided to Core & Main upon completion.
- Core & Main is responsible for the supply of the M400 transmitter.
- PlusComm and Core & Main is not responsible the installation of any electrical.
- The site will be kept clean throughout the installation process and upon completion.
- PlusComm will provide to Core & Main the following certifications for the onsite crew upon request:
    - Competent Climber/Rescue
    - First Aid, CPR, AED Training
    - OSHA 10

- OSHA 30
- RF Awareness

2. Materials

PlusComm will supply and transport the following equipment:

Equipment
Transmit Antennas: • WPA-700102-8CF-EDIN-0
Remaining Materials: (2) 8'x2-3/8" schedule 40 steel galv pipes, concrete material, M400 mounting material, unistrut, 75' of 7/8" AVA5-50 Hardline, 7/8" connectors, ½" LDF4 jumpers, 7/8" grounding kits, polyphaser, 7/8" hoisting grip, 7/8" snap-ins, hose clamps, tripods, I-Beam clamps/Mag clips, ground rod, ground cable, ½" jumper support material, etc.

(b) AMI Infrastructure Work. Core & Main will install any infrastructure included in Exhibit A-1 as specified in the attached Statement of Work. The Statement of Work identifies responsibilities of Core & Main and Client associated with the installation of the infrastructure. Client agrees to perform the responsibilities of Client as set forth in the Statement of Work.

(c) Disposal. The contractor will be responsible for the disposal of all waste, debris and materials from the installation of the Project.

5. Installation Responsibilities of Core & Main.

6. Responsibilities of Client during Installation.

(a) Owner-Furnished Data. Client shall provide Core & Main all technical data and information in Client's possession, including previous reports, maps, surveys, necessary for Core & Main to perform the Work. Client shall be responsible for identifying the location of meters.

(b) Access to Facilities and Property. Client shall make its system facilities and properties available and accessible for inspection by Core & Main and its subcontractors.

(c) Client Cooperation. Client support will be required during implementation of the Project to obtain access to meter boxes/pits, infrastructure sites and to coordinate utility interruptions. Client will provide notification in its billing to its customers that Core & Main is performing the designated work and that possible service interruption may result.

(d) Electrical Supply. Client will provide one single 120 volt electrical non-GFCI duplex outlet at each of the three M400 installation sites (Ellis Avenue, Brady Avenue & Marne Avenue). The exact location of the Client provided electrical outlet shall be specified in the field by Core & Main and documented in-writing to the Client with sufficient advanced notice, and in no case less than 4 weeks, to allow Client to arrange for proper installation.

(d) Timely Review. The Client shall examine all invoices and inspect all completed work by Core & Main in a timely manner. In the event that Client fails to make timely payment to Core & Main as a result of Client's delay in inspecting the Work or processing Core & Main's invoice, Core & Main

reserves the right to suspend further work without penalty until such time as payment is made. The project completion date will be extended for the same duration of any such delay and suspension of Work.

Exhibit A-1

Project Pricing

Bid Proposal for Copy of Newburgh FlexNet 5/9/2024

CITY OF NEWBURGH,NY
Job Location: Newburgh, NY
Bid Date: 05/09/2024
Core & Main 3531751

Core & Main
650 Sheafe Rd
Poughkeepsie, NY 12601
Phone: 8452494909
Fax: 8454620010

Seq#	Qty	Description	Units	Price	Ext Price
10		**OPTION 1**			
20		**FLEXNET**			
30		**INFRASTRUCTURE**			
40	3	SENSUS M400 BASESTATION	EA	37,746.98	113,240.94
		(NOTE:NUMBER OF UNITS BASED ON			
		PROPAGATION STUDY)			
70	3	MODEM FOR DATA BACKHAUL	EA	1,133.34	3,400.02
80	1	SENSUS FLEXNET R100NA REPEATER	EA	7,529.53	7,529.53
90	1	M400 INSTALL-BRADY AVE TANK	EA	17,250.00	17,250.00
100	1	M400 INSTALL-MARNE AVE TANK	EA	16,250.00	16,250.00
110	1	M400 INSTALL-ELLIS AVE TANK	EA	23,750.00	23,750.00
		UTILITY MUST TRIM OR REMOVE NEEDED			
		TREES AS NEEDED			
		(NOTE: ELECTRICAL BY OTHERS			
		POWER MUST BE RUN TO M400)			
160	1	R100 INSTALLATION	EA	23,529.42	23,529.42
		MAY NOT BE NEEDED			
		PRICE MAY VARY BASED ON			
		TYPE/LOCATION OF INSTALL			
		ELECTRICAL BY OTHERS			
				INFRASTRUCTURE SUBTOTAL	**204,949.91**
210		**SOFTWARE SETUP**			
220	1	SENSUS ANALYTICS SETUP FEE	EA	5,000.00	5,000.00
230	1	SENSUS RNI SAAS SETUP FEE MS SU RNI	EA	7,956.25	7,956.25
240	1	SENSUS FLEXNET CORE TRAINING WITH RNI & LOGIC	EA	10,000.00	10,000.00
250	1	SA BILLING INTEGRATION	EA	6,875.00	6,875.00
				SETUP SUBTOTAL	**29,831.25**
260		**1ST YEAR SOFTWARE FEES**			
270	1	SENSUS ANNUAL RNI SAAS FEE	EA	15,871.25	15,871.25
280	1	SENSUS ANALYTIC ENHANCED ANNUAL FEE	EA	12,683.75	12,683.75
290	3	M400 PROTECTION PLAN	EA	1,963.59	5,890.77
		SAAS FEES BASED ON 6,669 SERV.			
				1ST YEAR ANNUAL FEES SUBTOTAL	**34,445.77**
310		**NON READ METERS & RADIOS**			
320	177	IPERL 5/8 25' 3W PE 100CF 4WHL I1X5FLXX	EA	193.54	34,256.58
330	4	5/8X3/4 IPERL TRPL 1000G 25'2W 2 WIRE 7.5"LL I5X2GLXX	EA	193.94	775.76
340	43	IPERL 3/4 25' 3W PE 100CF 4WHL I3X5FLXX	EA	217.02	9,331.86
350	8	IPERL 1 25' 3W PE 100CF 4WHL I4X5FLXX	EA	299.07	2,392.56
		ALL METERS TO BE IN 1000G			
370	232	510M S/POINT M2 WIRED SP HR & LD 5396353751202MI	EA	205.89	47,766.48
380	10	IPERL/ALLY 25' 3W TRPL CABLE SM50546439009	EA	44.69	446.90
390	10	520M SMARTPOINT M2 PIT VER. SINGLE PORT TOUCH COUPLER	EA	210.52	2,105.20
				METER & RADIO SUBTOTAL	**97,075.34**
				PROJECT SUBTOTAL	**366,302.27**

Bid Proposal for Copy of Newburgh FlexNet 5/9/2024

Bid #: 3531751

Seq#	Qty	Description	Units	Price	Ext Price
410		**YEARS 2-5 SAAS COSTS**			
420		**YEAR 2 ANNUAL FEES**			
430	1	YR2 ANNUAL RNI SAAS FEE	EA	16,347.50	16,347.50
440	1	YR2 ANNUAL ANALYTICS SAAS FEE	EA	13,065.00	13,065.00
450	3	M400 PROTECTION PLAN	EA	2,022.50	6,067.50
			YR2 ANNUAL FEES TOTAL		**35,480.00**
460		**YEAR 3 ANNUAL FEES**			
470	1	YR3 ANNUAL RNI SAAS FEE	EA	16,837.50	16,837.50
480	1	YR3 ANNUAL ANALYTICS SAAS FEE	EA	13,456.25	13,456.25
490	3	M400 PROTECTION PLAN	EA	2,083.18	6,249.54
			YR3 ANNUAL FEES TOTAL		**36,543.29**
500		**YEAR 4 ANNUAL FEES**			
510	1	YR4 ANNUAL RNI SAAS FEE	EA	17,342.50	17,342.50
520	1	YR4 ANNUAL ANALYTICS SAAS FEE	EA	13,860.00	13,860.00
530	3	M400 PROTECTION PLAN	EA	2,145.68	6,437.04
			YR4 ANNUAL FEES TOTAL		**37,639.54**
540		**YEAR 5 ANNUAL FEES**			
550	1	YR5 ANNUAL RNI SAAS FEE	EA	17,862.50	17,862.50
560	1	YR5 ANNUAL ANALYTICS SAAS FEE	EA	14,276.25	14,276.25
570	3	M400 PROTECTION PLAN	EA	2,210.05	6,630.15
			YR5 ANNUAL FEES TOTAL		**38,768.90**

Exhibit A-2

Software as a Service and Spectrum Lease Agreement

between

City of Newburgh, NY
("Customer")

and
Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software as a Service and Spectrum Lease ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for five (5) years ("Initial Term"). At the end of the Initial Term and provided the Customer has received applicable pricing from Sensus or its authorized distributor one hundred eighty (180) days prior to the expiration of the Term, this Agreement shall automatically renew for up to a maximum of fifteen (15) additional terms of one (1) year each ("Renewal Term"), unless the Customer provides written notice to Sensus of its desire to not renew the Agreement one hundred twenty (120) days before the end of the then existing Term. The "Term" shall refer to both the Initial Term and any Renewal Term.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a Software as a Service and Spectrum Lease between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.		**Customer: City of Newburgh, NY**	
By:	_____	**By:**	_____
Name:	_____	**Name:**	_____
Title:	_____	**Title:**	_____
Date:	_____	**Date:**	_____

Contents of this Agreement:

Part 1: Notification for Spectrum Manager Lease Part 2: Agreement
- Exhibit A Software
- Exhibit B Technical Support

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

1.

Customer/Lessee Name:		
Attention To:	**Name of Real Party in Interest**:	
Street Address:		**City**:
State:	**Zip**:	**Phone**:
Fax:	**Email**:	

Is Customer contact information same as above? ☐Yes ☐No (If No, complete box 2 below) 2.

Additional Customer/Lessee Contact Information

Company Name:		
Attention To:		
Street Address:		**City**:
State:	**Zip**:	**Phone**:
Fax:	**Email**:	

3.

Customer/Lessee is a(n) (Select one): ☐ Individual | Unincorporated
☐Association | ☐Trust Government Entity | Corporation ☐
☐ ☐Limited Liability Company ☐ General

4.

FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: . If Customer has not filed a Form

5.

Customer Tax ID:

6.

Individual Contact For FCC Matters

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.	
Name	
Title:	
Email:	Phone:

7.

Ownership Disclosure Information

If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.		
	US Citizen?	Ownership Disclosure?

Mayor:	☐Yes ☐No	☐Yes ☐No
Council Member:	☐Yes ☐No	☐Yes ☐No
Council Member:	☐Yes ☐No	☐Yes ☐No
Council Member:	☐Yes ☐No	☐Yes ☐No

Council Member:	☐Yes ☐No	☐Yes ☐No
Council Member:	☐Yes ☐No	☐Yes ☐No
Council Member:	☐Yes ☐No	☐Yes ☐No
Council Member:	☐Yes ☐No	☐Yes ☐No
Council Member:	☐Yes ☐No	☐Yes ☐No
Council Member:	☐Yes ☐No	☐Yes ☐No

8.
Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	☐Yes ☐No

9.
Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	☐Yes ☐No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	☐Yes ☐No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	☐Yes ☐No

10.
Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	☐Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	☐Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (*See* Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	☐Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	☐Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to	☐Yes

terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	☐Yes
7)The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	☐Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	☐Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

City of Newburgh, NY			
By:		Title:	
Name:		Date:	
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: Agreement

1. **General**
   A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, leased spectrum, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.
2. **Software.**
   A. **Software as a Service ("SaaS").**
      i. Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services. Upon the expiration or termination of this Agreement, Sensus will have no obligation to provide any further Services or Technical Support.
      ii. Sensus will provide Technical Support for any given Release in accordance with Exhibit B for four (4) years from the date Sensus issues the Release. Sensus will provide Engineering Support of any given release for two (2) years from the date Sensus issues the Release. Notwithstanding the foregoing, in the event of a critical security vulnerability (in Sensus' reasonable discretion), Customer acknowledges (i) that in order to receive particular vulnerability or defect corrections (whether by Patch, Update or Upgrade), Customer may need to move to a more recent supported Release of the Software, and (ii) Sensus reserves the right to discontinue supporting Releases of the Software, including in the event such Software has been identified by Sensus as end of life. Sensus may declare Software "end of life" upon either (i) the relevant window of Technical Support or Engineering Support ending or (ii) becoming aware of a security incident or vulnerability.
   B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
3. **Spectrum**
   A. **Definitions in this Section 3.** In this Section 3 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
   B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Spectrum Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum.
   C. **FCC Forms.** At the Federal Communications Commission ("FCC"), Sensus will; (1) obtain an FCC Registration Number ("FRN")) for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
   D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
      i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
      ii. Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
      iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number ("TIN").
      iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
   E. **Permitted Use of Spectrum Lease and Equipment.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct Field Devices or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the FlexNet Equipment and Leased Spectrum, and from transmitting voice communications over the Leased Spectrum. For each piece of RF Field Equipment used by Customer, Customer shall affix a Sensus-supplied label to the exterior of the RF Field Equipment cabinet or other appropriate visible place to indicate that RF operation is conducted under authority of FCC License(s) issued to Sensus.
   F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Spectrum Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Spectrum Lease.
   G. **Termination of Spectrum Lease.** The Spectrum Lease will terminate: (a) two months after Customer stops

transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.

H. **FCC Compliance.** The following FCC requirements apply

i. Pursuant to 47 CFR 1.9040(a);

a. Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;

b. If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;

c. This Agreement is not an assignment, sale or other transfer of the FCC License;

d. This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and

e. In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.

ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,

a. Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus is responsible for engineering the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and

b. Sensus will file any necessary FCC forms or applications and Customer agrees to reasonably assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.

iii. Customer must continue operations on the spectrum during the Term of this Agreement. If Customer stops operations for any period of time, Customer must notify Sensus by sending an email to legal@xyleminc.com. Customer may not pause or discontinue operations for more than 180 days.

I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

4. **Equipment.**

A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: https://www.sensus.com/tc, or 1-800-METER-IT.

B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE. WITHOUT LIMITING THE FOREGOING, SENSUS MAKES NO WARRANTIES OR PROMISE (I) THAT ITS SOFTWARE AS A SERVICE, SOFTWARE OR OTHER SERVICES WILL OPERATE IN CONJUNCTION WITH ANY SOFTWARE, SERVICES OR PRODUCTS PROVIDED BY THIRD PARTIES, (II) THAT THE OPERATION OF THE SOFTWARE AS A SERVICE OR ANY SENSUS SOFTWARE WILL BE UNINTERRUPTED OR ERROR OR VULNERABILITY FREE, OR (III) THAT ALL DEFECTS, BUGS, ERRORS OR VULNERABILITIES CAN OR WILL BE FIXED OR REMEDIATED. CUSTOMER ACKNOWLEDGES THAT SENSUS DOES NOT CONTROL THE TRANSFER OF DATA OVER THE INTERNET OR ACROSS OTHER NETWORKS, AND THE SOFTWARE AS A SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OR OPERATION OF SUCH INTERNET OR NETWORKS. SENSUS IS NOT RESPONSIBLE FOR ANY DAMAGES, INCIDENTS, DELAYS, DELIVERY PROBLEMS, OR OTHER PROBLEMS RESULTING FROM SUCH INTERNET OR NETWORK PROBLEMS. IN NO EVENT IS SENSUS RESPONSIBLE OR LIABLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SOFTWARE AS A SERVICE OR ANY SENSUS SOFTWARE THAT ARISE FROM CUSTOMER'S OR ITS THIRD PARTIES' ENVIRONMENT; FAILURE TO IMPLEMENT PATCHES, UPDATES OR UPGRADES; SYSTEMS; CONTENT; NETWORKS; OR DEVICES. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR ITS USE OF THE SOFTWARE AS A SERVICE, SENSUS SOFTWARE AND OTHER SERVICES PROVIDED UNDER THIS AGREEMENT.**

5. **Services.**

A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement

B. **Technical Support**. Sensus shall provide Customer the technical support set forth in Exhibit B.

C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.

D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.

E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

6. **General Terms and Conditions.**

A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) business days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any comparable goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software, provided FlexNet provides actual notice to Customer of the most recent version of Software it should be using, or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing and continues to achieve the mutually agreed upon performance criteria applicable to the FlexNet System as outlined in Exhibit A, Section 2(A)(iv). THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.

B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed one million US dollars (USD 1,000,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease. During any extension terms beyond the initial 5-year term, either party may terminate this Agreement upon 45 days written notice to the other party.

D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.

E. **Intellectual Property Rights.**

i. Software and Materials. No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To

the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.

ii. Customer Data. Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non- End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like. Customer represents to Sensus that Customer (i) has sufficient rights in all Customer Data, to hold the Customer Data and deliver it to Sensus as required for the Services to be performed as contemplated in the Agreement, and (ii) has obtained (and is responsible for maintaining) from all individuals, persons and third parties whose personal information is contained in the Customer Data all required consents and authorizations, and has provided to all individuals, persons, and third parties the notices with respect to the collection, retention, disclosure and use of the Customer Data as contemplated for the purposes of this Agreement that are required under applicable foreign, federal and state laws and regulations, including but not limited to relevant privacy laws and regulations.

iii. Consent to Use of Customer Data. Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software. As used herein, "Service" means Sensus' obligations under this Agreement.

iv. Access to Customer Data. Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months of data collected by the FlexNet System in a format of Sensus' discretion and deliver the file to a drop location specified by Customer.

F. **Data Privacy.** Intentionally Omitted.

G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. Without limiting any other obligations in this Agreement, Customer shall not provide Sensus's Confidential Information to any person who designs or develops software products or services that compete with Sensus's software products and services. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it. The receiving party will return or destroy the other party's Confidential Information upon receiving written notice from the other party, provided that such return or destruction does not interfere with the receiving party's rights and obligations under this Agreement, including Sensus' right to use Customer Data. The foregoing does not require the receiving party to search its archived electronic back-up files of its computer systems for the other party's Confidential Information to purge such Confidential Information from its archived files; provided, however, that the receiving party must: (i) maintain the confidentiality of such archived Confidential Information as if this Agreement were still in effect and (ii) not use such archived Confidential Information for any purpose.

H. **Compliance with Laws.** Customer and Sensus shall both comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Neither Customer or Sensus shall take any action or permit the taking of any action by a third party, which may render the other party liable for a violation of applicable laws.

i. **Export Control Laws**. Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.

ii. **Anti-Corruption Laws**. Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.

iii. Sensus, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of Customer by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Customer, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

iv. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, Sensus will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Contractor agrees that neither it nor its sub-contractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

v. Sensus certifies compliance with the laws and regulations that pertain to the provision of a drug free workplace.

vi. Sensus represents that it has not employed or retained any company or person to improperly or illegally solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee or agent, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this section, the Customer shall have the right to terminate this Agreement without liability.

vii. Sensus represents that no officer or employee of the Customer has received, or shall receive, compensation from the Agreement or subcontractors for work performed in the execution of this Agreement

I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.

J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate;
(ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.

K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.

L. **Governing Law and Dispute Resolution.** The parties will attempt in good faith to resolve through negotiation any dispute, claim, change order or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within seven (7) business days from receipt with a statement of its position on, and recommended solution to, the dispute. Thereafter the parties will attempt to resolve the dispute through negotiations conducted in good faith. The parties agree that in the event any dispute between them relating to this Agreement is not resolved, exclusive jurisdiction shall be in the trial courts located within Orange County, New York, and any objections as to jurisdiction or venue in such court being expressly waived. All disputes arising out of this Agreement shall be governed by, and construed in accordance with, the laws of the State New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State. In the event of any claims solely brought against the Customer by a third party in connection with the Agreement, Sensus agrees to provide the information and assistance that is reasonably necessary for Customer to defend such claim.

M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.

N. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.

O. **Four Corners.** This written Agreement, including all of its exhibits, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

P. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

Q. **Binding Effect**. The parties each represent to the other that this Agreement has been duly authorized, executed, and delivered by such party and constitutes a legal, valid and binding agreement enforceable against such party in

accordance with its terms.

R. **Attorney's Fees**. In the event of any litigation between parties hereto arising from or with respect to this Agreement, the parties will each bear their own attorneys' fees and costs of the action.

S. **Certification for Federal or State Aid**. Should this Agreement, or any portion thereof, be funded with federal or state aid, Sensus certifies, by signing this Agreement, to the best of its knowledge and belief, that:

i. No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government, in connection with the award of any federal or state contract, the making of any federal or state grant, the making of any federal or state loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

ii. If any funds other than federal or state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government in connection with this contract, the undersigned shall complete and submit a "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The signatory to this Agreement, being duly sworn, certifies that Sensus and any person associated therewith in the capacity of director, officer, or major stockholder (five percent (5%) or more ownership):

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

T. Notices. All notices and communications related to this Agreement shall be made in following address:

If to **Customer**:	City of Newburgh attn: City Engineer 83 Broadway Newburgh, NY 12550
With a copy to:	City of Newburgh attn: Office of the Corporation Counsel 83 Broadway Newburgh, New York 12550
If to **Sensus**:	Sensus USA Inc. Attn: Legal Department 639 Davis Drive Morrisville, NC 27560

7. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**

A. **"*Affiliate*"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.

B. "***Confidential Information***" means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party. For avoidance of doubt, information about the performance, operation, specifications, or features of the Services and FlexNet System is the Confidential Information of Sensus.

C. **"*End User*"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.

D. **"Engineering Support"** means providing Patches and Updates to Software.

E. "***Field Devices***" means the SmartPoint Modules.

F. "***FlexNet Base Station***" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.

G. **"*FlexNet System*"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software

licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.

H. "***Force Majeure***" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.

I. ***"Hosted Software"*** means those items listed as an Application in Exhibit A.

J. "***In/Out Costs***" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.

K. "***Intellectual Property***" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.

L. "***LCM***" identifies the load control modules.

M. **"Licensed Software"** means the Software licensed hereunder pursuant to the terms of the Agreement.

N. **"*Ongoing Fee*"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.

O. "***Patches***" means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.

P. "***Permitted Use"*** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.

Q. ***"R100 Unit"*** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.

R. **"*Release*"** means both Updates and Upgrades.

S. **"*Remote Transceiver*"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.

T. **"*RF Field Equipment*"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).

U. **"*RNI*"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.

V. **"*RNI Software*"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.

W. **"Security Breach"** means a cybersecurity incident whereby an unauthorized third party intentionally compromises the security of Customer's tenant environment in Sensus' Software as a Service solution and gains access to Customer's tenant environment and data.

X. ***"Service Territory"*** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.

Y. **"*Server Hardware*"** means the RNI hardware.

Z. ***"SmartPoint™ Modules"*** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.

AA. **"*Software*"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third-party software.

BB. **"*Updates*"** means releases of the Software that constitute a minor improvement in functionality.

CC. **"*Upgrades*"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.

DD. **"*WAN Backhaul*"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A
Software

Software as a Service

1. **Description of Services**.
This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. **Software as a Service Generally.**
Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics Software
- Xylem Data Lake

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. **Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of:
(i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. **Termination of an Application.**
Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. **Software as a Service means only the following services:**
i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
ii. Sensus will provide production and disaster recovery environments for Application.
iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
   (a) Network addresses and virtual private networks (VPN)
   (b) Standard time source (NTP or GPS)
   (c) Security access points
   (d) Respond to relevant alarms and notifications
v. Capacity and performance management. Sensus will:
   (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
   (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
   (c) Manage and maintain the performance of the server and perform any change or configuration to the server,

in accordance to standard configuration and change management policies and procedures.

(d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.

(e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.

vi. Database management. Sensus will:

(a) Implement the data retention plan and policy and will provide the policy upon request.

(b) Monitor space and capacity requirements.

(c) Respond to database alarms and notifications.

(d) Install database software upgrades and patches.

(e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.

vii. Incident and Problem Management. Sensus will:

(a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.

(b) Respond to incidents and problems that may occur to the Application(s).

(c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.

(d) Correlate incidents and problems where applicable.

(e) Sensus personnel will use the self-service portal to document and track incidents.

(f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).

(g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.

(h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.

viii. Security Management. Sensus will:

(a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.

(b) Perform active intrusion prevention and detection of the data center network and firewalls and monitor logs and alerts.

(c) Conduct period penetration testing of the network and data center facilities.

(d) Conduct monthly vulnerability scanning by both internal staff and external vendors.

(e) Perform anti-virus and Malware patch management on all systems.

(f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.

(g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.

(h) Adhere to and submit certification to NERC/CIP Cyber Security standards.

(i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.

(j) Provide secure web portal access (SSL) to the Application(s).

ix. Backup and Disaster Recovery Management. Sensus will:

(a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.

(b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.

(c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).

(d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.

(e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.

(f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.

(g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.

(h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.

(i) The Application shall have a RTO of forty-eight (48) hours.

(j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hour, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.

(k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the

assistance of Customer personnel and staff, as needed.

E. **Customer Responsibilities:**
   i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
   ii. Participate in all required configuration and change management procedures.
   iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
   iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
   v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
   vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
   vii. Responsible for local area network configuration, management, and support.
   viii. Identify and research problems with meter reads and meter read performance.
   ix. Create and manage user accounts, and periodically change and update account credentials with strong passwords in accordance with security best practices.
   x. Customize application configurations.
   xi. Support application users.
   xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
   xiii. Respond to alarms and notifications.
   xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.
   xv. Maintain industry standard cybersecurity controls, standards, and best practices.
   xvi. Monitor for and promptly implement Patches, Updates, and Upgrades, both as provided by Sensus and other third-party software and hardware providers.

F. **Software as a Service** does not include any of the following services:
   i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
   ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. **Further Agreements**

A. System Uptime Rate.

i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{(\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month})}{\text{TMO}}$$

ii. **Calculations**

a. ***Targeted Minutes of Operation*** or ***TMO*** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.

b. ***Scheduled Downtime*** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.

c. ***Non-Scheduled Downtime*** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

iii. **Exceptions**. Exceptions mean the following events:

- Force Majeure
- Emergency Work, as defined below; and
- Lack of Internet Availability, as described below.

a. **Emergency Work**. In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.

b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request

and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

B. Data Center Site-Security. Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:

i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
v. Dry pipe pre-action fire detection and suppression systems are provided.
vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. Responsibilities of Customer.

i. Customer shall promptly pay all Software as a Service fees.
ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

i. **Description of Software Solutions**. Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by

simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas) and other sensing devices.

iii. **Xylem Data Lake**. Subject to the terms of this Agreement, Sensus will make the Xylem Data Lake ("XDL") available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. Sensus shall provide up to three (3) years of FlexNet System data and scan up to five hundred (500) GB per month of FlexNet System data. If Customer exceeds the allotment of five hundred (500) GB per month of scanned data (regardless of the access method), Sensus or its authorized distributor shall notify Customer of the same and provide pricing costs for future overages or provide alternative means to Customer to avoid such overage charges in the future. Sensus will also provide Customer XDL training, which includes up to eight (8) hours of professional services consulting time.

3. **Sensus Analytics**

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

A. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back-office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end username, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.

ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).

iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.

iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.

v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**

vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.

vii. **Customer Acknowledgements.**

a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.

b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.

c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting and indemnifies Sensus for any claims resulting therefrom.

d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.

e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

f. Customer acknowledges that data will be stored for three (3) years from upload and Sensus may delete the data after this time or upon termination of the Agreement.

4. **Third Party Software.**

A. Sensus incorporates various third-party software in its Software, and such third-party software may change from time to time. Sensus takes reasonable efforts to implement patches or other fixes as they become available in accordance with a particular version's Engineering Support policy. Upon written request by Customer. Sensus shall provide a software bill of materials (SBOM) in a file format of Sensus' discretion which lists the third-party software applications and versions incorporated in the Sensus Software. To the extent required by a third-party software provider. Customer hereby agrees to abide by a third-party's end-user license agreement (EULA)

Exhibit B

Technical Support

1. **Introduction**

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).

b) The local distributor.

c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. **Support Categories**

2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).

2.2. Proactive reporting and resolution of problems.

2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.

2.4. Responding to service requests and product changes.

2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. **Support Hours**

3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After- hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. **Support Procedures**

4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a SalesForce ticket.

4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into SalesForce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.

4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty

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of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.

a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.

b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.

c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the SalesForce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into SalesForce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into SalesForce Knowledge Base.
3	1 Business Day	30 business days	• Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into SalesForce Knowledge Base. • Fix incorporated into future release.

6. Problem Escalation Process.

6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.

6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the SalesForce ticket number and the reason why the issue is being escalated.

6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given SalesForce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. General Support Provisions and Exclusions.

7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.

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7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

7.3. In the event customer submits a ticket for a version of the Software outside of the Engineering Support window and is not able to resolve the problem without engineering resources. Sensus shall have no obligation to provide Engineering Support and Customer shall upgrade to the most current version of the Software.

7.4. Customer acknowledges that not all problems and bugs with the Software may or can be fixed. The Software and Software as a Service (including third party software used in connection with the Software as a Service) may have security vulnerabilities. Sensus may address vulnerabilities with its Software through Patches, Updates or Upgrades that it makes available from time-to-time. As between the parties, Customer has the obligation to timely implement Patches, Updates and Upgrades.

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Exhibit A-3

Statement of Work
(Sale through VAR)

General Responsibilities:

Core & Main will:

1. Provide a project manager to coordinate all FlexNet installation activities with the Client and be the main contact point between the Client and Sensus during the infrastructure deployment phase. The project manager will coordinate training activities and all installation activities with Sensus field engineers and contract installation crews hired by Client.
2. Provide Client a Sensus certified propagation study that determines the locations best suited for installation of the BASESTATION's and to ensure proper communications with end point transmitters and the RNI.
3. Work with Sensus to commission the RNI hardware and software remotely.
4. Work with Sensus to obtain final network acceptance and approval to install endpoint devices
5. Schedule training familiarization / operators training for head end software to Client identified personnel at the Client's location.
6. Hire a qualified installation contractor to install the antennae and cable that runs between the basestation and the antenna.

Client will:

1. Provide a key point of contact, contact information, for project management activities to work with the Core & Main project manager to help facilitate a timely installation of the FlexNet system.
2. Hire a qualified contractor to install power cables between the power supply and the BASESTATION.
3. Provide cellular communication account and SIM cards for the modems supplied by Core & Main.
4. Perform all site preparation work for the RNI and BASESTATIONs.
5. Be responsible for monthly and annual fees associated with the network access for all sites where network access is needed.
6. Be responsible to provide communications link between the Regional Network Interface (RNI) and BASESTATION.
7. Purchase any routers, hubs, mounting equipment, uninterruptible power supply and/or security equipment needed to connect the RNI to the Client's internal network.
8. Be responsible for the installation of Meters and SmartPoint Modules.

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RNI (Regional Network Interface) Responsibilities:

The RNI will be a SAAS model that will be stored at one of Sensus secure data sites. If Owned Model is available Client will be required to purchase the servers through Sensus and provide adequate power and room to house the servers.

Core & Main will:

1. Supply the RNI hardware and data management software necessary to operate on the RNI hardware.
2. Work with Sensus to obtain final configuration of all software and RNI hardware for operation with the FlexNet network.
3. Work with Sensus to Test, and verify proper network connectivity to access the BASESTATION.

Client will:

1. Purchase all needed FlexNet (RNI) computer equipment.
2. Be responsible for fees associated with acquiring and maintaining the static IP addresses needed to access network equipment located at the BASESTATION site.
3. Provide the necessary static IP addresses for the FlexNet system components.
4. Be responsible to secure a suitable contractor to connect the data management software to the billing system to allow for data to be imported for billing purposes.
5. Provide remote network access to the FlexNet BASESTATION network to Sensus. This provides Sensus Technical Services personnel the ability to perform ongoing system support and troubleshooting.

Infrastructure Site Responsibilities

BASESTATION:

Core & Main will:

1. Instruct Client concerning infrastructure site preparation work, and verify work is done correctly.
2. Coordinate the installation and commissioning of FlexNet Infrastructure for proper operation.
3. Hire a competent contractor to install the antenna and related components.
4. Provide the necessary antennas, mounts, cable and other antenna components for the BASESTATIONS.
5. Not be held responsible for damage to any interior/exterior coatings on water tanks that result from welding of antenna mounts to tanks. Parties will agree to a scope of work prior to installation.

Client will:

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1. Purchase the required number of BASESTATIONs (provided by Core & Main as part of this contract).
2. Be responsible to provide an area at the BASESTATION site for installation if the BASESTATION is installed at a Client provided site.
3. Be responsible to provide a 120 VAC power source to the BASESTATION. All necessary electric requirements which will include 120 VAC Non GFI receptacles to be at the final location of the BASESTATION installation. If trenching of the power line is needed, the Client will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes.
4. Hire a licensed electrician to connect all power to the BASESTATION.
5. Be responsible to provide network access at the site where the BASESTATION is located. Client should consult with Core & Main about the available options for network connections between BASESTATION and RNI.
6. Be responsible to provide any conduit and/or trenching required to provide cabling requirements from the tower site to the BASESTATION installation.
7. Be responsible to provide CAT 5 UV and weather resistant network cable from the network service provider access link to the cabinet.
8. Be responsible to provide any conduit or trenching needed to run the data cable to the BASESTATION. Client is responsible to assure that data cable is located to final location of the BASESTATION.
9. Be responsible to provide security at BASESTATION location.
10. Be responsible to provide sufficient foundation to secure the outdoor cabinet should an outdoor cabinet be required to house the BASESTATION. This foundation will consist of a concrete pad or steel structure that is designed to hold 600 lbs per square inch.
11. Be responsible for installing grounding material at the location of the BASESTATION installation. At a minimum, the material should consist of # 4 or #2 stranded copper wire which will connect to the BASESTATION.
12. Be responsible for proper ground field at the BASESTATION site.
13. Be responsible for getting access/permission to any structure that is not owned by the Client.
14. Prepare the site for the BASESTATION by completing the below tasks:
    a. Site must have a network connection available for the BASESTATION to communicate with RNI. The Ethernet connector on the BASESTATION unit is an RJ-45 type, 10/100 auto signaling rate. Minimum WAN bandwidth requirements are 128 kbps with a redundant path. Any network equipment to interface the BASESTATION such as Juniper router / firewall, switches, etc. will be Client provided.
    b. Client will supply connectivity information to Sensus (IP address, default gateway, sub-net mask, etc.)
    c. Provide suitable antenna mounting structure such as a tower, mono-pole, or building that is capable of supporting the weight of the antenna, cable, mounting hardware and wind loading.

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d. Indoor site should have adequate room for the rack facilitating opening of both front and rear doors, and an available 120V grounded outlet within 10 feet.

e. Indoor site should have adequate environmental control/ventilation. Recommended environmental ranges are shown in Appendix A of the Tower Gateway Base Station Installation Manual. Although the unit is capable of operation in extreme temperatures, maintaining a moderate and constant temperature environment will promote trouble-free service and long life.

f. Site must have all RF, and power connections properly surge arrested to prevent damage in the event of a major lightning strike. A Halo type building ground installation with a tie available to connect to the rack ground bar is recommended

Miscellaneous Responsibilities

Client will:

1. Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network hardware and software.
2. Be responsible for applying for and purchasing any needed work permits.

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Appendix B

WARRANTY

The warranties on Work shall be as follows:

1. Project Materials and Supplies.

(a) General. Meters and equipment that Client purchases from Core & Main are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each manufacturer that will supply meters and equipment as part of the Project is attached hereto as Exhibit BD-1. The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Agreement, but with changes to apply only to purchases of meters and equipment occurring after the change becomes effective), but generally the start date for meter and equipment warranties is the date of the manufacturer's shipment of such meters and equipment ("Manufacturer's Warranty Period"). PROJECT MATERIALS AND SUPPLIES OTHER THAN METERS AND EQUIPMENT ARE NOT WARRANTED. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

(b) Core & Main's Responsibility. Upon any breach of the manufacturer's warranty on a meter or equipment noticed to Core & Main during the applicable Manufacturer's Warranty Period, Core & Main's sole responsibility shall be to cooperate with Client in arranging for the manufacturer to repair or replace any defective meter or equipment.

2. Installation Work and Services.

(a) General. Core & Main warrants that all installation Work provided by Core & Main shall be performed by Core & Main in a workmanlike manner and in compliance with any specifications set forth in this Agreement, with such warranty to expire one year from the date when such installation Work was performed (the "Warranty Period").

(b) Exclusive Remedy. Upon any breach of Core & Main's warranty as to installation Work during the applicable Warranty Period, Core & Main's sole responsibility shall be to perform any corrective installation Work necessary to bring Core & Main's installation Work into compliance with such requirements.

3. DISCLAIMER OF FURTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN NO EVENT WILL THE LIABILITY OF CORE & MAIN UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID TO CORE & MAIN BY CLIENT HEREUNDER.

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Exhibit B-1

Manufacturers' Warranties

Attached to this Exhibit B-1 are the manufacturers' warranties for each of the manufacturers providing materials to the Project.

Sensus Limited Warranty

G-500 R30

1. **General Product Coverage.** Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: sensus.com/TC ("Terms of Sale").

2. **SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters** are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at sensus.com for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

3. **SR II maincases** are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. **accuSTREAM maincases** will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

4. **ally® Meters** that register water flow are warranted to perform to the accuracy level set forth in the ally data sheet available at sensus.com for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.

5. **iPERL® Meters** that register water flow are warranted to perform to the accuracy levels set forth in the iPERL data sheet available at sensus.com for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

6. **Sensus OMNI™, OMNI+ Meters and Propeller Meters** are warranted to perform to as set forth in OMNI and Propeller data sheets for eighteen (18) months from the date of Sensus shipment.

7. **Sensus Cordonel Meters** are warranted to perform to the accuracy levels as set forth in the Cordonel data sheet available at sensus.com for twenty (20) years from the date of Sensus shipment. The Cordonel System Component warranty does not include the external housing.

8. **Sensus Cordonel maincases** are warranted to maintain their structural integrity for a period of twenty (20) years from the date of Sensus shipment.

9. **Sensus accuMAG™ and Hydroverse™ Meters** are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

10. **Sensus Registers** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR II, accuSTREAM Encoder Registers	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for Propeller Meters	1 year
OMNI and OMNI+ Registers with Battery	10 years

11. **Sensus Electric and Gas Meters** are warranted pursuant to the General Limited Warranty available at sensus.com/TC.

12. **Batteries, iPERL System Components, AMR and FlexNet® Communication Network AMI Interface Devices** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
Act-Pak® Remote Monitoring Instruments	1 year
Gas SmartPoint® Modules and Batteries	20 years[1]
7500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
EasyLink Reader	1 Year
CPTP100	20 Years[2]
FlexNet Base Station (including the R100NA and M400 products)	1 year
RM4160	1 Year
iPERL System Battery and iPERL System Components	20 years[3]
Sensus® Electronic Register+™	20 years[4]
Sensus® Smart Gateway Sensor Interface	1 year[5]
SmartPoint® 510M/520M/515M/512M Modules and Batteries	20 year[3]

[1] Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

[2] Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

[3] Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads manufactured after April 2018
- Cordonel System Batteries, the flow sensing and data processing assemblies, and the register ("Cordonel System Components")
- SmartPoint 510M/520M/515M//512M-PLS/522M Modules manufactured after April 2018 (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M/522M Module is ever paired with an ally Meter, which immediately amends the warranty terms to those described in Section 13

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 15	0%	19	60%
16	30%	20	70%
17	40%	>20	100%
18	50%		

[4] Sensus will repair or replace non-performing Sensus Electronic Register+ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

[5] Sensus® Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transmit Rate of hourly or greater for the analog channel(s).

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Sensus Limited Warranty

G-500 R30

13. **ally® Meter Batteries and Components, including SmartPoint 510M/520M Modules** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 4, for the period stated below:

Batteries	15 years[6]
Sensors	5 years
Valve & Gear Motor	5 years[7]
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years[6]

14. **Cordonel Meter Batteries and Components** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 7, for the period stated below:

Batteries	20 years[3]
Sensors	5 years
SmartPoint 510M/520M Modules and Batteries in service w/Cordonel models with pressure	15 years[6]

15. **iPERL and ally Connectors and Cables** are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Itron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 16.

16. **Third-Party Devices** are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third-Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third-Party Device.

17. **Software.** Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

18. **Return.** Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

    The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All products must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

    For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

    THIS SECTION 18 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

19. **Warranty Exceptions and No Implied Warranties**. This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions."). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing, or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

    THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

    SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

20. **Limitation of Liability.** SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

    AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TERMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

    The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

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[6] If applicable, any SmartPoint 510M/520M Modules ever paired with an ally meter or Cordonel with pressure meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint module is warranted to perform up to five (5) firmware upgrades for the SmartPoint module and up to five (5) firmware upgrades for the ally meter or Cordonel (with pressure) meter;
- 2500 Operational Commands, where "Operational Commands" include on demand reads (such as consumption, pressure, temperature), an ally meter valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	14	65%
11	35%	15	75%
12	45%	>15	100%
13	55%		

[7] Notwithstanding the foregoing, valve and gear motor components of ally meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.

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Software as a Service and Spectrum Lease Agreement

between

City of Newburgh, NY
("Customer")

and
Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software as a Service and Spectrum Lease ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for five (5) years ("Initial Term"). At the end of the Initial Term and provided the Customer has received applicable pricing from Sensus or its authorized distributor one hundred eighty (180) days prior to the expiration of the Term, this Agreement shall automatically renew for up to a maximum of fifteen (15) additional terms of one (1) year each ("Renewal Term"), unless the Customer provides written notice to Sensus of its desire to not renew the Agreement one hundred twenty (120) days before the end of the then existing Term. The "Term" shall refer to both the Initial Term and any Renewal Term.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a Software as a Service and Spectrum Lease between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.		**Customer: City of Newburgh, NY**	
By:	_____	**By:**	_____
Name:	_____	**Name:**	_____
Title:	_____	**Title:**	_____
Date:	_____	**Date:**	_____

Contents of this Agreement:

Part 1: Notification for Spectrum Manager Lease Part 2: Agreement
- Exhibit A Software
- Exhibit B Technical Support

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

1.

Customer/Lessee Name:		
Attention To:	**Name of Real Party in Interest**:	
Street Address:		**City**:
State:	**Zip**:	**Phone**:
Fax:	**Email**:	

Is Customer contact information same as above? ☐**Yes** ☐**No (If No, complete box 2 below)**

2.

Additional Customer/Lessee Contact Information

Company Name:		
Attention To:		
Street Address:		**City**:
State:	**Zip**:	**Phone**:
Fax:	**Email**:	

3.

Customer/Lessee is a(n) (Select one): ☐Individual | ☐ Unincorporated Association | ☐Trust
☐Government Entity | ☐Corporation | ☐ Limited Liability Company | ☐General Partnership
☐Limited Partnership | ☐Limited Liability Partnership | ☐Consortium | ☐ Other_____

4.

FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does not have a Form 602 on file.
Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.

5.

Customer Tax ID:

6.

Individual Contact For FCC Matters

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.	
Name	
Title:	
Email:	Phone:

7.

Ownership Disclosure Information

If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.

	US Citizen?	Ownership Disclosure?
Mayor:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No

Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No

8.

Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	☐ Yes ☐ No

9.

Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	☐ Yes ☐ No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	☐ Yes ☐ No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	☐ Yes ☐ No

10.

Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	☐ Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	☐ Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (*See* Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	☐ Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	☐ Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	☐ Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	☐ Yes
7)The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	☐ Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	☐ Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

City of Newburgh, NY			
By:		Title:	
Name:		Date:	
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: Agreement

1. **General**
   A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, leased spectrum, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.
2. **Software.**
   A. **Software as a Service ("SaaS").**
      i. Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services. Upon the expiration or termination of this Agreement, Sensus will have no obligation to provide any further Services or Technical Support.
      ii. Sensus will provide Technical Support for any given Release in accordance with Exhibit B for four (4) years from the date Sensus issues the Release. Sensus will provide Engineering Support of any given release for two (2) years from the date Sensus issues the Release. Notwithstanding the foregoing, in the event of a critical security vulnerability (in Sensus' reasonable discretion), Customer acknowledges (i) that in order to receive particular vulnerability or defect corrections (whether by Patch, Update or Upgrade), Customer may need to move to a more recent supported Release of the Software, and (ii) Sensus reserves the right to discontinue supporting Releases of the Software, including in the event such Software has been identified by Sensus as end of life. Sensus may declare Software "end of life" upon either (i) the relevant window of Technical Support or Engineering Support ending or (ii) becoming aware of a security incident or vulnerability.
   B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
3. **Spectrum**
   A. **Definitions in this Section 3.** In this Section 3 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
   B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Spectrum Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum.
   C. **FCC Forms.** At the Federal Communications Commission ("FCC"), Sensus will; (1) obtain an FCC Registration Number ("FRN")) for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
   D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
      i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
      ii. Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
      iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number ("TIN").
      iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
   E. **Permitted Use of Spectrum Lease and Equipment.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct Field Devices or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the FlexNet Equipment and Leased Spectrum, and from transmitting voice communications over the Leased Spectrum. For each piece of RF Field Equipment used by Customer, Customer shall affix a Sensus-supplied label to the exterior of the RF Field Equipment cabinet or other appropriate visible place to indicate that RF operation is conducted under authority of FCC License(s) issued to Sensus.
   F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Spectrum Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Spectrum Lease.
   G. **Termination of Spectrum Lease.** The Spectrum Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
   H. **FCC Compliance.** The following FCC requirements apply
      i. Pursuant to 47 CFR 1.9040(a);
         a. Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
         b. If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
         c. This Agreement is not an assignment, sale or other transfer of the FCC License;
         d. This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
         e. In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
      ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,
         a. Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus is responsible for engineering the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
         b. Sensus will file any necessary FCC forms or applications and Customer agrees to reasonably assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.

iii. Customer must continue operations on the spectrum during the Term of this Agreement. If Customer stops operations for any period of time, Customer must notify Sensus by sending an email to legal@xyleminc.com. Customer may not pause or discontinue operations for more than 180 days.

I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

4. **Equipment.**

A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: https://www.sensus.com/tc, or 1-800-METER-IT.

B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE. WITHOUT LIMITING THE FOREGOING, SENSUS MAKES NO WARRANTIES OR PROMISE (I) THAT ITS SOFTWARE AS A SERVICE, SOFTWARE OR OTHER SERVICES WILL OPERATE IN CONJUNCTION WITH ANY SOFTWARE, SERVICES OR PRODUCTS PROVIDED BY THIRD PARTIES, (II) THAT THE OPERATION OF THE SOFTWARE AS A SERVICE OR ANY SENSUS SOFTWARE WILL BE UNINTERRUPTED OR ERROR OR VULNERABILITY FREE, OR (III) THAT ALL DEFECTS, BUGS, ERRORS OR VULNERABILITIES CAN OR WILL BE FIXED OR REMEDIATED. CUSTOMER ACKNOWLEDGES THAT SENSUS DOES NOT CONTROL THE TRANSFER OF DATA OVER THE INTERNET OR ACROSS OTHER NETWORKS, AND THE SOFTWARE AS A SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OR OPERATION OF SUCH INTERNET OR NETWORKS. SENSUS IS NOT RESPONSIBLE FOR ANY DAMAGES, INCIDENTS, DELAYS, DELIVERY PROBLEMS, OR OTHER PROBLEMS RESULTING FROM SUCH INTERNET OR NETWORK PROBLEMS. IN NO EVENT IS SENSUS RESPONSIBLE OR LIABLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SOFTWARE AS A SERVICE OR ANY SENSUS SOFTWARE THAT ARISE FROM CUSTOMER'S OR ITS THIRD PARTIES' ENVIRONMENT; FAILURE TO IMPLEMENT PATCHES, UPDATES OR UPGRADES; SYSTEMS; CONTENT; NETWORKS; OR DEVICES. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR ITS USE OF THE SOFTWARE AS A SERVICE, SENSUS SOFTWARE AND OTHER SERVICES PROVIDED UNDER THIS AGREEMENT.**

5. **Services.**

A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement

B. **Technical Support**. Sensus shall provide Customer the technical support set forth in Exhibit B.

C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.

D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.

E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

6. **General Terms and Conditions.**

A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) business days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any comparable goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software, provided FlexNet provides actual notice to Customer of the most recent version of Software it should be using, or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing and continues to achieve the mutually agreed upon performance criteria applicable to the FlexNet System as outlined in Exhibit A, Section 2(A)(iv). THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.

B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed one million US dollars (USD 1,000,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease. During any extension terms beyond the initial 5-year term, either party may terminate this Agreement upon 45 days written notice to the other party.

D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.

E. **Intellectual Property Rights.**

i. Software and Materials. No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.

ii. Customer Data. Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like. Customer represents to Sensus that Customer (i) has sufficient rights in all Customer Data, to hold the Customer Data and deliver it to Sensus as required for the Services to be performed as contemplated in the Agreement, and (ii) has obtained (and is responsible for maintaining) from all individuals, persons and third parties whose personal information is contained in the Customer Data all required consents and authorizations, and has provided to all individuals, persons, and third parties the notices with respect to the collection, retention, disclosure and use of the Customer Data as contemplated for the purposes of this Agreement that are required under applicable foreign, federal and state laws and regulations, including but not limited to relevant privacy laws and regulations.

iii. Consent to Use of Customer Data. Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software. As used herein, "Service" means Sensus' obligations under this Agreement.

iv. Access to Customer Data. Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months of data collected by the FlexNet System in a format of Sensus' discretion and deliver the file to a drop location specified by Customer.

F. **Data Privacy.** Intentionally Omitted.

G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. Without limiting any other obligations in this Agreement, Customer shall not provide Sensus's Confidential Information to any person who designs or develops software products or services that compete with Sensus's software products and services. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it. The receiving party will return or destroy the other party's Confidential Information upon receiving written notice from the other party, provided that such return or destruction does not interfere with the receiving party's rights and obligations under this Agreement, including Sensus' right to use Customer Data. The foregoing does not require the receiving party to search its archived electronic back-up files of its computer systems for the other party's Confidential Information to purge such Confidential Information from its archived files; provided, however, that the receiving party must: (i) maintain the confidentiality of such archived Confidential Information as if this Agreement were still in effect and (ii) not use such archived Confidential Information for any purpose.

H. **Compliance with Laws.** Customer and Sensus shall both comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Neither Customer or Sensus shall take any action or permit the taking of any action by a third party, which may render the other party liable for a violation of applicable laws.

i. **Export Control Laws**. Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.

ii. **Anti-Corruption Laws**. Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.

iii. Sensus, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of Customer by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Customer, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

iv. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, Sensus will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Contractor agrees that neither it nor its sub-contractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

v. Sensus certifies compliance with the laws and regulations that pertain to the provision of a drug free workplace.

vi. Sensus represents that it has not employed or retained any company or person to improperly or illegally solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee or agent, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this section, the Customer shall have the right to terminate this Agreement without liability.

vii. Sensus represents that no officer or employee of the Customer has received, or shall receive, compensation from the Agreement or subcontractors for work performed in the execution of this Agreement

I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.

J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.

K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.

L. **Governing Law and Dispute Resolution.** The parties will attempt in good faith to resolve through negotiation any dispute, claim, change order or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within seven (7) business days from receipt with a statement of its position on, and recommended solution to, the dispute. Thereafter the parties will attempt to resolve the dispute through negotiations conducted in good faith. The parties agree that in the event any dispute between them relating to this Agreement is not resolved, exclusive jurisdiction shall be in the trial courts located within Orange County, New York, and any objections as to jurisdiction or venue in such court being expressly waived. All disputes arising out of this Agreement shall be governed by, and construed in accordance with, the laws of the State New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State. In the event of any claims solely brought against the Customer by a third party in connection with the Agreement, Sensus agrees to provide the information and assistance that is reasonably necessary for Customer to defend such claim.

M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.

N. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.

O. **Four Corners.** This written Agreement, including all of its exhibits, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

P. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

Q. **Binding Effect**. The parties each represent to the other that this Agreement has been duly authorized, executed, and delivered by such party and constitutes a legal, valid and binding agreement enforceable against such party in accordance with its terms.

R. **Attorney's Fees**. In the event of any litigation between parties hereto arising from or with respect to this Agreement, the parties will each bear their own attorneys' fees and costs of the action.

S. **Certification for Federal or State Aid**. Should this Agreement, or any portion thereof, be funded with federal or state aid, Sensus certifies, by signing this Agreement, to the best of its knowledge and belief, that:

   i. No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government, in connection with the award of any federal or state contract, the making of any federal or state grant, the making of any federal or state loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

   ii. If any funds other than federal or state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government in connection with this contract, the undersigned shall complete and submit a "Disclosure Form to Report Lobbying," in accordance with its instructions.

   iii. The signatory to this Agreement, being duly sworn, certifies that Sensus and any person associated therewith in the capacity of director, officer, or major stockholder (five percent (5%) or more ownership):

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

T. Notices. All notices and communications related to this Agreement shall be made in following address:

If to **Customer**:	City of Newburgh attn: City Engineer 83 Broadway Newburgh, NY 12550
With a copy to:	City of Newburgh attn: Office of the Corporation Counsel 83 Broadway Newburgh, New York 12550
If to **Sensus**:	Sensus USA Inc. Attn: Legal Department 639 Davis Drive Morrisville, NC 27560

7. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**

A. **"*Affiliate*"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.

B. "***Confidential Information***" means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party. For avoidance of doubt, information about the performance, operation, specifications, or features of the Services and FlexNet System is the Confidential Information of Sensus.

C. **"*End User*"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.

D. **"Engineering Support"** means providing Patches and Updates to Software.

E. "***Field Devices***" means the SmartPoint Modules.

F. "***FlexNet Base Station***" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.

G. **"*FlexNet System*"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.

H. "***Force Majeure***" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.

I. ***"Hosted Software"*** means those items listed as an Application in Exhibit A.

J. "***In/Out Costs***" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.

K. "***Intellectual Property***" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.

L. "***LCM***" identifies the load control modules.

M. **"Licensed Software"** means the Software licensed hereunder pursuant to the terms of the Agreement.

N. **"*Ongoing Fee*"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.

O. "***Patches***" means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.

P. "***Permitted Use"*** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.

Q. ***"R100 Unit"*** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.

R. **"*Release*"** means both Updates and Upgrades.

S. **"*Remote Transceiver*"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.

T. **"*RF Field Equipment*"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).

U. **"*RNI*"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.

V. **"*RNI Software*"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.

W. **"Security Breach"** means a cybersecurity incident whereby an unauthorized third party intentionally compromises the security of Customer's tenant environment in Sensus' Software as a Service solution and gains access to Customer's tenant environment and data.

X. ***"Service Territory"*** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.

Y. **"*Server Hardware*"** means the RNI hardware.

Z. ***"SmartPoint™ Modules"*** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.

AA. **"*Software*"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third-party software.

BB. **"*Updates*"** means releases of the Software that constitute a minor improvement in functionality.

CC. **"*Upgrades*"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.

DD. **"*WAN Backhaul*"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A
Software

Software as a Service

1. **Description of Services**.
This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. **Software as a Service Generally.**
Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics Software
- Xylem Data Lake

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. **Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. **Termination of an Application.**
Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. **Software as a Service means only the following services:**
i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
ii. Sensus will provide production and disaster recovery environments for Application.
iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
   (a) Network addresses and virtual private networks (VPN)
   (b) Standard time source (NTP or GPS)
   (c) Security access points
   (d) Respond to relevant alarms and notifications
v. Capacity and performance management. Sensus will:
   (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
   (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
   (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
   (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
   (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
vi. Database management. Sensus will:
   (a) Implement the data retention plan and policy and will provide the policy upon request.
   (b) Monitor space and capacity requirements.
   (c) Respond to database alarms and notifications.
   (d) Install database software upgrades and patches.
   (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
vii. Incident and Problem Management. Sensus will:
   (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
   (b) Respond to incidents and problems that may occur to the Application(s).

(c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
(d) Correlate incidents and problems where applicable.
(e) Sensus personnel will use the self-service portal to document and track incidents.
(f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
(g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
(h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.

viii. Security Management. Sensus will:
(a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
(b) Perform active intrusion prevention and detection of the data center network and firewalls and monitor logs and alerts.
(c) Conduct period penetration testing of the network and data center facilities.
(d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
(e) Perform anti-virus and Malware patch management on all systems.
(f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
(g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
(h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
(i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
(j) Provide secure web portal access (SSL) to the Application(s).

ix. Backup and Disaster Recovery Management. Sensus will:
(a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
(b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
(c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
(d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
(e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
(f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
(g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
(h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
(i) The Application shall have a RTO of forty-eight (48) hours.
(j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hour, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
(k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. **Customer Responsibilities:**
i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
ii. Participate in all required configuration and change management procedures.
iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
vii. Responsible for local area network configuration, management, and support.
viii. Identify and research problems with meter reads and meter read performance.
ix. Create and manage user accounts, and periodically change and update account credentials with strong passwords in accordance with security best practices.
x. Customize application configurations.
xi. Support application users.
xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
xiii. Respond to alarms and notifications.
xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.
xv. Maintain industry standard cybersecurity controls, standards, and best practices.
xvi. Monitor for and promptly implement Patches, Updates, and Upgrades, both as provided by Sensus and other third-party software and hardware providers.

F. **Software as a Service** does not include any of the following services:
i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. **Further Agreements**

A. System Uptime Rate.

i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{(\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month})}{\text{TMO}}$$

ii. **Calculations**

a. ***Targeted Minutes of Operation*** or ***TMO*** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.

b. ***Scheduled Downtime*** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.

c. ***Non-Scheduled Downtime*** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

iii. **Exceptions**. Exceptions mean the following events:

- Force Majeure
- Emergency Work, as defined below; and
- Lack of Internet Availability, as described below.

a. **Emergency Work**. In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.

b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

B. Data Center Site-Security. Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:

i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.

ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.

iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.

iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.

v. Dry pipe pre-action fire detection and suppression systems are provided.

vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. Responsibilities of Customer.

i. Customer shall promptly pay all Software as a Service fees.

ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).

iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.

iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.

v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

i. **Description of Software Solutions**. Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.

ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas) and other sensing devices.

iii. **Xylem Data Lake**. Subject to the terms of this Agreement, Sensus will make the Xylem Data Lake ("XDL") available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. Sensus shall provide up to three (3) years of FlexNet System data and scan up to five hundred (500) GB per month of FlexNet System data. If Customer exceeds the allotment of five hundred (500) GB per month of scanned data (regardless of the access method), Sensus or its authorized distributor shall notify Customer of the same and provide pricing costs for future overages or provide alternative means to Customer to avoid such overage charges in the future. Sensus will also provide Customer XDL training, which includes up to eight (8) hours of professional services consulting time.

3. **Sensus Analytics**

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

A. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back-office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end username, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.

ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).

iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.

iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.

v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**

vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.

vii. **Customer Acknowledgements.**

a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.

b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.

c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting and indemnifies Sensus for any claims resulting therefrom.

d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.

e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

f. Customer acknowledges that data will be stored for three (3) years from upload and Sensus may delete the data after this time or upon termination of the Agreement.

4. **Third Party Software.**

A. Sensus incorporates various third-party software in its Software, and such third-party software may change from time to time. Sensus takes reasonable efforts to implement patches or other fixes as they become available in accordance with a particular version's Engineering Support policy. Upon written request by Customer. Sensus shall provide a software bill of materials (SBOM) in a file format of Sensus' discretion which lists the third-party software applications and versions incorporated in the Sensus Software. To the extent required by a third-party software provider. Customer hereby agrees to abide by a third-party's end-user license agreement (EULA)

Exhibit B

Technical Support

1. **Introduction**

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).

b) The local distributor.

c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. **Support Categories**

2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).

2.2. Proactive reporting and resolution of problems.

2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.

2.4. Responding to service requests and product changes.

2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. **Support Hours**

3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. **Support Procedures**

4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a SalesForce ticket.

4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into SalesForce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.

4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.

a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.

b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.

c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the SalesForce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached

to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into SalesForce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into SalesForce Knowledge Base.
3	1 Business Day	30 business days	• Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into SalesForce Knowledge Base. • Fix incorporated into future release.

6. **Problem Escalation Process**.

6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.

6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the SalesForce ticket number and the reason why the issue is being escalated.

6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given SalesForce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions**.

7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.

7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

7.3. In the event customer submits a ticket for a version of the Software outside of the Engineering Support window and is not able to resolve the problem without engineering resources. Sensus shall have no obligation to provide Engineering Support and Customer shall upgrade to the most current version of the Software.

7.4. Customer acknowledges that not all problems and bugs with the Software may or can be fixed. The Software and Software as a Service (including third party software used in connection with the Software as a Service) may have security vulnerabilities. Sensus may address vulnerabilities with its Software through Patches, Updates or Upgrades that it makes available from time-to-time. As between the parties, Customer has the obligation to timely implement Patches, Updates and Upgrades.

RESOLUTION NO.: _____ - 2024

OF

DECEMBER 9, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION MUNICIPAL WASTE REDUCTION AND RECYCLING STATE ASSISTANCE PROGRAM GRANT IN THE AMOUNT OF $150,000.00 WITH A $150,000.00 CITY MATCH TO PURCHASE A RECYCLING TRUCK

WHEREAS, the New York State Department of Environmental Conservation offers funding to assist New York State municipalities meet environmental goals and mandates through the Environmental Protection Fund and the Municipal Waste Reduction and Recycling State Assistance Grant program to expand local waste reduction and recycling programs and increase participation in those programs; and

WHEREAS, the City of Newburgh was awarded a grant in the amount of $150,000.00, with a $150,000.00 match to be derived from the 2026 City budget for the purchase of a recycling truck; and

WHEREAS, this Council has determined that accepting such grant is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a New York State Department of Environmental Conservation Municipal Waste Reduction and Recycling State Assistance Program grant in the amount of $150,000.00 with a $150,000.00 City match; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and participate in and administer the programs funded thereby.

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received 11/26/24

City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:
Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Administrator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: City of Newburgh Recycling Truck Fleet Improvement Initiative	NAME OF DEPARTMENT REQUESTING GRANT: Dept. of Public Works	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: George Garrison
NAME OF GRANT/NAME OF AWARDING AGENCY: DEC	GRANT SUBMITTAL DATE: 12/27/2018	AMOUNT OF AWARD: $150,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) $150,000 cash	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: $150,000 from 2026 Budget	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: Scope of Project: **to purchase a new Recycling Truck** Project Timeline: (ex. Dates) 1/1/2022-12/31/2027		

City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ **APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO**

CORPORATION COUNSEL SIGNATURE: _____

DATE: 11/26/24

12/5/24 W.S. + 12/9/24 Council meeting

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

_____

SECTION C: FOR REVIEW BY CITY MANAGER

→ **APPROVED BY CITY MANAGER? YES/NO**

CITY MANAGER SIGNATURE: _____

DATE: _____

Gaston, Janice

From: Garrison, George
Sent: Wednesday, September 4, 2024 11:40 AM
To: Reilly, Helen
Cc: Gaston, Janice
Subject: Fw: MWRR-2017-00072 grant application for recycling packer truck
Attachments: Intelligrants MWRR-2017-00072 Newburgh.pdf

Helen,

I believe this is the grant that we put in for back in 2018. I believe this is a fifty percent match grant and they want to know if we want to follow through with it.

From: dec.sm.RecyclingGrants <RecyclingGrants@dec.ny.gov>
Sent: Tuesday, July 16, 2024 12:39 PM
To: Garrison, George <GGarrison@cityofnewburgh-ny.gov>
Subject: RE: MWRR-2017-00072 grant application for recycling packer truck

Hi George,

I've attached the grant application for reference.

Please let me know if you have any other questions.

Doug Powell, CHMM
Environmental Program Specialist 1, Division of Materials Management
New York State Department of Environmental Conservation
625 Broadway, Albany, NY 12233-7251
P: 518-402-6991 | recyclinggrants@dec.ny.gov
www.dec.ny.gov |

NEW YORK STATE | Department of Environmental Conservation

From: Garrison, George <GGarrison@cityofnewburgh-ny.gov>
Sent: Tuesday, July 16, 2024 11:19 AM
To: dec.sm.RecyclingGrants <RecyclingGrants@dec.ny.gov>
Subject: RE: MWRR-2017-00072 grant application for recycling packer truck

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Doug,

Can you send me some information on this so I can remember what exactly this was for please.

Thanks,
George

Organization	Grant Opportunity	Document #	Document Role	Current Status
City of Newburgh	Municipal Waste Reduction and Recycling Program	DEC01-MWRR-2017-00072	Program Manager	Eligibility Review

Submitted 12/27/18

PROJECT/SITE ADDRESSES

Instructions:

1. Please complete all required fields.
2. If Project Statewide is "Yes", do not enter Address information. If Project Statewide is "No", Address information is required.
3. Select the **Save** button above to save your work frequently.
4. Click Forms Menu to return to the navigation links.

Name/Description: City of Newburgh Recycling Truck
Project Statewide No
Address 1 88 Pierces Road
Address 2
City Newburgh
County Orange County
State NY
Zip 12550
Regional Council: Mid-Hudson
Agency Specific Region: Region 3 - Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester counties

PROGRAM SPECIFIC QUESTIONS

Instructions:
1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.

Project Title City of Newburgh Recycling Truck Fleet Improvement Initiative

Follow the TIPs beginning after question 9 to complete the relevant questions for your project.

1 Applicant Type (Eligibility check): Please enter the applicant's organization type from the list below, AND enter a Contact Person Name, Phone and email for this project.

County, City, Town or Village
Local Public Authority
Local Public Benefit Corporation (established by NYS Law)
School Districts, Supervisory Districts or Improvement Districts
Native American Tribes or Nations residing in New York State

City
George Garrison
DPW Superintendent
845-565-3297
ggarrison@cityofnewburgh-ny.gov

2 What type of project is this?
1. Recycling Coordination/Education
2. Waste Reduction/Prevention
3. Capital Project types:
3A. Recyclables Containers/Bins/Totes
3B. Recyclables Collection Vehicle(s)
3C. Recyclables Transport Trailers or Roll-off boxes
3D. Recyclables Processing Equipment
3E. Organics Processing Equipment
3F. Facility Construction – Recycling
3G. Facility Construction – Yard waste/food composting
3H. Facility Construction – Biosolids composting

Note: If your proposal does not fit any of these categories, call DEC at 518-402-8678 for clarification.

3B. Recyclables Collection Vehicle(s)

3 What is the geographic location, population, and number of households in the applicant's service area?

The City of Newburgh is located in Orange County, New York, approximately 60 miles north or New York City. The City encompasses 4.78 square miles with a population of 28,866 residents making up 9,030 households.

4 What are the categories or types of recyclables to be managed by the project?

A. Glass Bottles and Containers

B. Aluminum Containers
C. Plastics – Bottles/Containers, Grocery Bags
D. Newspapers, Advertisement Inserts, Magazines, Books (not Hard Cover), Junk Mail, Note Pads, Copy Paper, Construction Paper
E. Corrugated Cardboard – Single Wall, Cereal Boxes, Shoe Boxes, Egg Cartons

5 What components of the municipal recycling/composting program will be newly initiated or improved by this project?

The City of Newburgh is seeking to expand recycling capabilities in order to increase productivity, efficiency and the cost-effectiveness of service. The addition of a new recycling truck will help meet these objectives by reducing the age of the current fleet and increasing the City's ability to swiftly and reliably collect material.

Specifically, the addition of a new truck will enable the Department of Public Works to enhance the reliability and effectiveness of service to the four recycling zones in the community. Benefits will include a reduction in the amount of service time, improved customer service and a more reliable recycling operation for years to come. Moreover, the new truck will allow the City to reduce the amount of daily miles traveled, increasing the length of service for all current vehicles.

6 Which municipal department will perform or manage this project?

This project will be led by the City's Department of Public Works (DPW). With 44 employees, the Department of Public Works is responsible for the physical well-being of the City of Newburgh. Its activities include:
- Sanitation and recycling collection
- Maintenance of City streets and bridges
- Maintenance of City Parks and other properties
- Maintenance of municipal buildings, including City Hall, Unified Courts, the 1841 Courthouse, Youth Bureaus, and police substations.
- Supervision of the City's sanitary sewers
- Administration of city and police garages and vehicles
- Snow removal
- Enforcement of environmental standards

7 What is the proportion of the applicant's population served by this project, or the commercial, industrial and institutional populations served?

The project will improve recycling service for the City's entire population of 28,866 residents.

8 What is the tonnage of materials anticipated to be recovered annually by this project and the percentage of the applicant's total waste stream targeted by this project?

It is anticipated that the addition of a new truck will allow the City of Newburgh will be able to increase its average annual city-wide recyclable material collection total of 915 Tons by at least 10%; resulting in total collections over 1,000 tons annually.

9 For projects involving vehicles, equipment or structures, what is the number of years of useful life expected or remaining for these items?

The useful life expectancy of the new vehicle to be acquired is approximately 10 years. In order to maintain fiscal responsibility, regular maintenance and upkeep will be conducted in order to increase the likelihood that the vehicle will remain in good working order beyond the anticipated life cycle.

TIP 1 Answer questions 10-13 regarding the Applicant's OVERALL MATERIAL RECOVERY PROGRAM:

10 How do households separate recyclables from waste prior to curbside pickup or drop-off (source separation, single-stream, weekly pickup, etc)?

The City of Newburgh provides for Single Stream Recycling, and residents are asked to place all allowable recyclable material into one container for pickup. Allowable materials include glass bottles, aluminum containers, plastic containers, newspapers and advertisement inserts, books and junk mail, magazines, glossy fillers and mailers, grocery bags, dry/loose or bagged ledgers, copy paper, notepades, loos-leaf fillers, computer print-outs, single wall non-corrugated boxes, cereal boxes, shoe boxes and other similar packaging, paper egg cartons, construction paper, cardboard boxes. Items which are not allowed include aerosol cans, broken glass, ceramics, coat hangers, dishes, disposable diapers, fish bowls, motor oil containers, flower pots, styrofoam, fuel tanks, gas cans, headlights, laundry baskets, light bulbs, anti freeze containers, mirrors, paint cans, plastic bags, plastic toys, pyrex, scrap metals and yogurt containers.

11 For yard waste or food scraps projects, how do generators separate this material from other waste?

Not Applicable

12 When are the scheduled pickups for recyclables/compostables and for non-recyclable waste in the service area, including collection frequency?

Recycling pickup begins at 4am each day as per the following schedule:

Broadway (City Line to Fullerton) - North Side-Monday/South Side-Tuesday
Broadway (Fullerton to Carpenter) - both sides - Tuesday
Broadway (Carpenter to Colden) - North Side - Thursday/South Side - Friday
Fullerton (Broadway to South Street) - West Side - Monday/East Side - Tuesday
South Street (Fullerton to Carpenter) - both sides - Monday
Carpenter (Broadway to City Line) - both sides - Thursday
Mill Street (Broadway to City Line) - both sides - Friday

For all other residents, both sides of the street collects are provided as per the following schedule by Area:

Area A: Monday
Area B: Tuesday
Area C: Thursday
Area D: Friday

Properly contained Garbage is collected curbside throughout the city according to the following schedule:
North Side: Monday's and Thursday's
South Side: Tuesday's and Friday's

Monday Holiday Schedule Changes:
Monday Routes - Tuesday
Tuesday Routes - Wednesday

13 Describe the collection equipment and number of personnel required for recyclable materials collection in the service area.

The City of Newburgh provides for single stream recycling collection to the entire population of 28,866 residents. Each truck requires three personnel to man operations. This includes one drier and two jumpers. Each resident home is tasked with placing their bin street side on their day of collection. The City's trucks, which are designed to handle a commingled mixture of recyclables, collect the material. The material is then sent to a destination facility for reuse. (Republic Services, 508 Fishkill Avenue, Beacon NY 12508)

TIP 2 If the Project involves RECYCLING COORDINATION/EDUCATION OR PROMOTION COSTS, answer questions 14-20. If not, proceed to question 21.

14 What is the name and title of the person employed as a municipal recycling coordinator/educator, as well as the percentage of the person's work time spent on recycling?

Not Applicable

15 Enter the name of the person responsible for EACH OF THE FOLLOWING DUTIES:
a. planning, monitoring and modifying the recycling program;
b. implementing outreach strategies for the recycling program;
c. tracking and reporting for the recyclables program;
d. overall solid waste management program.

Not Applicable

16 Upload the official Job Description or Position Duties used when hiring the recycling coordinator position.

Not Applicable

Upload

17 Provide a scope of work describing specific recycling educational/outreach/promotional tasks performed under this project.

Not Applicable

18 Provide a listing of work products (e.g., brochures, mailers, advertisements, promotional items, etc.) to be developed by this project and their projected usage.

Not Applicable

19 Provide an implementation schedule, including milestones intended to assess project progress.

Not Applicable

20 Upload a Progress Report Form to describe recycling coordination/education completed tasks and accomplishments.

Not Applicable

Upload

TIP 3 If the Project involves purchase of HOUSEHOLD RECYCLABLES COLLECTION CONTAINERS (BINS, TOTES, or CARTS), answer questions 21-23. If not, proceed to question 24.

21 What size(s) are the containers, and what is reason for such size(s) selected?

Not Applicable

22 Are all recyclables collection containers provided to residents at no charge? If there is a charge, what is the amount of the charge or fee, and in what circumstances is it applied?

Not Applicable

23 What enforcement strategies are used to ensure the containers are used properly?

Not Applicable

TIP 4 If the Project involves purchase of one or more VEHICLES, LOADERS, GRINDERS or OTHER MOBILE EQUIPMENT, answer questions 24-25. If not, proceed to question 26.

24 Enter the year, make and model of each vehicle or piece of equipment included in this application.

The City of Newburgh is requesting funding to obtain a 2019 Standard Packer Recycling Truck - 25 Yard Residential Rear Loader.

25 Complete and upload a VEHICLE INFORMATION FORM describing each vehicle or piece of equipment for which funding is requested.

Yes

Upload FilenetDocRetrieval.aspx?docID={F3BBC86A-0460-4D3B-858D-8383FDE9229E}

TIP 5 If the Project involves COLLECTION OR PROCESSING EQUIPMENT for recyclables or compostables (such as roll-off containers, trailers, mixers, balers, or leaf vacuums), answer questions 26-31. If not, proceed to question 32.

26 Enter the make and model of each equipment item and the function it performs in the recycling or composting program.

The exact make and model has not been determined at this time. However, the City is requesting funding to purchase a standard 2019 Packer Recycling Truck with a 25 Yard Residential Rear Loader. The truck will be purchased via a Mini-Bid in accordance with State Purchasing Regulations. Moreover, this type of vehicle is appropriate to collect material as a part of the City's single stream recycling operation.

27 How does the equipment in this application fit into the applicant's overall recycling or composting program?

The requested equipment fits perfectly into the City of Newburgh's recycling operation and will undoubtedly enhance the productivity and efficiency of the operation. The City's DPW collects approximately 900-1,000 tons of recyclable material each year, and the addition of another truck will allow for the evaluation and implementation of new recycling routes, speed productivity reduce fleet age, and increase the amount of material collected each year. This will benefit taxpayers, the environment and the City's ability to adhere to rapidly changing local, state and federal waste regulations.

28 Enter the number of workdays per year that the equipment is used and how this figure was calculated.

The associated routes that the new truck will serve include all four recycling areas in the City of Newburgh. These areas are serviced year-round, approximately 208 days per year. This is calculated by including 4 service days per week (Area A-Monday, Area B-Tuesday, Area C-Thursday, Area D-Friday) over the course of 52 weeks.

29 During non-operational times of the year, what is the purpose and location of the equipment?

Not Applicable - Operational Year-Round.

30 Enter the DEC permit or registration number for the facility where materials are stored or composted, or indicate if the facility is exempt from 6 NYCRR Part 360 regulations.

The City of Newburgh does not have its own recyclables facility. The City contracts which Republic Services, who owns and operates a Recycling Materials Recovery Facility at 508 Fishkill Avenue in Beacon, New York.

31 Describe the public education and promotion program to be used to facilitate maximum public participation in the project.

The City maintains and updates all information relative to recycling practices on its website, which includes information related to its single stream recycling practice. (Type of Materials, Schedule, Regulations ect) Moreover, the City provides this information via hard copy to residents in order to ensure public understanding. In addition, the City plans to pursue grant funding in 2019 to hire a recycling coordinator, which would provide the public with a constant resource for information and outlet for questions. This is a dire need in the city, and would fit well with the receipt and announcement of a new recycling truck to bolster its operation.

TIP 6 If the Project involves EQUIPMENT USED FOR YARD/FOOD WASTE GRINDING, CHIPPING, SCREENING FOR COMPOSTING, answer questions 32-37. If not, proceed to question 38. Please note that general tree trimming or roadway maintenance equipment is not eligible for MWRR funding.

32 At what composting facility (as defined in 6 NYCRR Part 360 Regulations) is the equipment located?

N/A - no yard or food waste - material recyclables only

33 Describe the yard waste collection operation, including the collection season, frequency and schedule.

N/A - no yard or food waste - material recyclables only

34 What is the source and quantity of yard waste or other organics collected for composting?

N/A - no yard or food waste - material recyclables only

35 Describe the composting method used.

N/A - no yard or food waste - material recyclables only

36 What is the expected end use of finished compost?

N/A - no yard or food waste - material recyclables only

37 How many tons or cubic yards of finished compost is used or distributed on an annual basis?

N/A - no yard or food waste - material recyclables only

TIP 7 If this project involves FACILITY CONSTRUCTION, provide answers to questions 38-43. If not, proceed to question 44.

38 Describe the materials management related need for the improvements proposed by this project.

Not Applicable

39 Describe the site work, if any, required for construction.

Not Applicable

40 Provide an overview of the existing structures and changes proposed by this project.

Not Applicable

41 Upload a floor plan sketch with equipment layout.

Not Applicable

Upload

42 For Biosolids composting or materials recovery facilities, describe the materials processing steps through the facility.

Not Applicable

43 Upload a completed CERTIFICATE AS TO TITLE TO PROJECT SITE for the property on which the project is to be located.

Not Applicable

Upload

TIP 8 MATERIALS MARKETING: If the Project involves EQUIPMENT OR FACILITY costs, answer Questions 44-46. If not, proceed to question 47.

44 List names and locations of destination facilities that the applicant uses to market recyclables or compost.

The City of Newburgh does not maintain its own recyclable material recovery facility. This service is provided by Republic Services, who maintains a facility at 508 Fishkill Avenue in Beacon, New York.

45 What type of agreement or contract has the applicant executed with the destination facilities?

The City of Newburgh maintains an agreement with Republic Services to process all recyclable material and transport it to its recovery facility at 508 Fishkill Avenue in Beacon, New York. The City collects the material initially, which is then sorted and taken to the reclamation facility by Republic Services.

46 If applicable, how is the availability of compost or wood chips publicized to all residents?

Not Applicable

TIP 9 ALL PROJECTS must complete questions 47-54 and TIPs 10-13.

47 Upload a completed BUDGET WORKSHEET (Equipment, Construction or Coordination) applicable to this project.

Yes

Upload FilenetDocRetrieval.aspx?docID={BBD28224-74E7-4CD1-952F-EFABD8AE943C}

48 Upload a copy of the applicant's source separation/recycling law adopted in compliance with General Municipal Law (GML) Section 120-aa and describe the consistency of the proposed project with the applicant's source separation/recycling law.

The City of Newburgh practices Single Stream Recycling in a manner which meets the requirements of Section 120-11 and is consistent with source separation requirements. Residents are asked to place all allowable recyclable material into one container for pickup. Allowable materials include glass bottles, aluminum containers, plastic containers, newspapers and advertisement inserts, books and junk mail, magazines, glossy fillers and mailers, grocery bags, dry/loose or bagged ledgers, copy paper, notepades, loos-leaf fillers, computer print-outs, single wall non-corrugated boxes, cereal boxes, shoe boxes and other similar packaging, paper egg cartons, construction paper, cardboard boxes.

Upload FilenetDocRetrieval.aspx?docID={5A70A15E-7030-4138-BB18-54E322A640D8}

49 Upload a completed Municipal Recyclables Summary Worksheet.

Yes

Upload FilenetDocRetrieval.aspx?docID={162B036F-5FE6-4D96-9715-0D7BF66E43DC}

50 Describe the consistency of the proposed project with the DEC-approved Comprehensive Recycling Analysis (CRA) or Local Solid Waste Management Plan (LSWMP) in effect for the municipality in which the project is located.

The City of Newburgh's Department of Public Works is committed to doing its part to ensure waste reduction, which is in alignment with DEC's CRA. The requested truck will enable a larger and more efficient recycling fleet, allowing for our operation to re-evaluate daily routes and increase overall volume collected. The resulting environmental benefits which will result from an increase in the collection of recyclable waste is the driving force behind this project. There is no doubt that this project will serve to support the repurposing of materials which would otherwise be classified for disposal. The end result will be a decrease in environmental pollution and job growth within the recycling industry.

51 Describe any state, federal, or other financial assistance for this project, received or pending, and any rebates, refunds or cost recovery associated with the project. If so, what amounts and from what entities?

Not Applicable

52 Describe local, state, or federal permits or authorizations required for the project.

The City of Newburgh's City Council would only be required to approve and execute a grant agreement. No further action would be necessary.

53 Certify that all equipment and construction materials/services are purchased in accordance with the GML and other applicable laws and regulations, and best procurement practices.

Yes

54 If the project is completed, upload scanned copies of all Payment Background Documents (invoices, purchase orders, cancelled checks)

Not Applicable

Upload

TIP10 Please note the following ITEMs to complete this application:

ITEM1 Provide a brief workplan or description of the proposed project. (approximately 100-200 words) in the Work Plan Overview Form link in the Forms Menu.

ITEM2 Enter the Objectives, Tasks and Performance Measures of this project in the Objectives link in Forms Menu. Note: Goals must be related to materials management.

ITEM3 Use the completed BUDGET WORKSHEET to Enter the Expenditure Budget Items in Forms Menu

TIP11 Please be advised that if this application is approved for funding, the following additional documents will be required from the applicant:

1. Proof of Disability Insurance
2. Proof of Workers' Compensation Insurance
3. Proof of Liability Insurance as required depending on project scope
4. Any vendors who receive $100,000 or more from this project must complete and update a Vendor Responsibility Questionnaire, and are subject to a review by the Office of State Comptroller.

TIP12 Consult the Request for Applications/Guidelines for additional information.

TIP13 To submit the application after the above items are completed, go to Status Changes.

Under APPLICATION SUBMITTED, click the APPLY STATUS button.

Read the Agreement, Click on "I Agree" Button.

PERSONAL SERVICES - SALARY

Instructions:

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once a Salary position has been saved successfully, select the **Add** button above to add additional Salary position.
4. Click Forms Menu to return to the navigation links.

Salary Detail
In the Salary section only include staff positions related to the implementation and administration of the program. If Salary is not applicable leave this section blank.

Details

Position/Title	Not Applicable
Role/Responsibility	Not Applicable
# in Title	0

Financial

Annualized Salary Per Position	$0
STD Work Week (hrs)	
% Funded	%
# Months Funded	
Total Grant Funds	$0
Total Match Funds	
Match %	0%
Total Other Funds	

Line Total	**$0**
Category Total	**$0.00**

Click here to see a summary of the detail entered for this category.

CATEGORY TOTAL SUMMARY

PERSONAL SERVICES - SALARY NARRATIVE

Instructions:

1. Please complete narrative field.
2. Select the **Save** button above to save your work frequently.
3. Click Forms Menu to return to the navigation links.

Salary Narrative
Provide an explanation of any exceptions in staffing patterns and/or annual salary costs.
Category not applicable.

PERSONAL SERVICES - FRINGE

Instructions:

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once a Fringe item has been saved successfully, select the **Add** button above to add additional Fringe items.
4. Click Forms Menu to return to the navigation links.

Fringe Detail

Fringe Benefits should be budgeted in line with your organization's Standard Fringe Benefit Policy and/or Negotiated Bargaining Agreements and should not exceed the current NYS rate. Provide a brief explanation of the percentage and composition of the fringe benefit structure. If fringe is not applicable, leave this section blank.

Details

Fringe - Type/Description Not Applicable
Justification Not Applicable

Financial

Total Grant Funds $0
Total Match funds
Match % 0%
Total Other funds

Line Total	**$0**
Category Total	**$0.00**

Click here to see a summary of the detail entered for this category.
CATEGORY TOTAL SUMMARY

PERSONAL SERVICES - FRINGE NARRATIVE

Instructions:

1. Please complete narrative field.
2. Select the **Save** button above to save your work frequently.
3. Click Forms Menu to return to the navigation links.

Fringe Narrative
Fringe Benefits should be budgeted in line with your organization's Standard Fringe Benefit Policy and/or Negotiated Bargaining Agreements and should not exceed the current NYS rate. Provide a brief explanation of the percentage and composition of the fringe benefit structure. If the budgeted fringe benefits represent an exception ot the current NYS rate, please explain the difference.
Category Not Applicable

CONTRACTUAL

Instructions:

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once a Contractual item has been saved successfully, select the **Add** button above to add additional Contractual items.
4. Click Forms Menu to return to the navigation links.

Contractual Detail
In the Contractual Services section should include costs for services rendered to the project under a format or written agreement such as direct provision of services by contractual arrangement. If Contractual is not applicable leave this section blank.

Details

Contractual - Type/Description Not Applicable
Justification Not Applicable

Financial

Total Grant Funds $0
Total Match Funds
Match % 0%
Total Other Funds

Line Total	**$0**
Category Total	**$0.00**

Click here to see a summary of the detail entered for this category.
CATEGORY TOTAL SUMMARY

EQUIPMENT

Instructions:

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.

3. Once an Equipment item has been saved successfully, select the **Add** button above to add additional Equipment items.

4. Click Forms Menu to return to the navigation links.

Equipment Detail
This section is used to itemize both purchased and rental equipment costs. If Equipment is not applicable leave this section blank.

Details

Equipment - Type/Description	2019 Standard Packer Recycling Truck - 25 Foot Residential Rear Loader
Justification	In order to increase the productivity and efficiency of Single Stream Recycling Operation
Purchase/Rent?	Purchase*

Financial

Total Grant Funds	$150,000.00
Total Match Funds	$150,000.00
Match %	0%
Total Other Funds	

Line Total	**$300,000.00**
Category Total	**$300,000.00**

Click here to see a summary of the detail entered for this category.
CATEGORY TOTAL SUMMARY

EQUIPMENT NARRATIVE

Instructions:

1. Please complete narrative field.

2. Select the **Save** button above to save your work frequently.

3. Click Forms Menu to return to the navigation links.

Equipment Narrative
Provide documentation regarding bids received for equipment purchases. This field can be used to reference additional documents that are submitted with the application/contract.
The City of Newburgh has not yet purchased subject piece of equipment. The City will utilize OGS's Vehicle Marketplace for this project, as it involves the acquisition of a Class 3-8 RFC. As a result, a mini-bid will be required, and utilized to secure the vehicle. Once complete, the City will be able to detail the exact make, model, and specifications.
Provide a justification for any exceptional equipment purchase/rental costs as related to the program needs. For example, a program may have a dollar threshold whereby equipment purchases of a certain amount must be justified. For ongoing or multiyear contract, justification is required for new items of equipment only.
No exceptional equipment purchase are included at this time. The City will utilize OGS's Vehicle Marketplace for this project, as it involves the acquisition of a Class 3-8 RFC. As a result, a mini-bid will be required, and utilized to secure the vehicle. Once complete, the City will be able to provide the exact make, model, and specifications.

OTHER EXPENSES DETAIL

Instructions:

1. Please complete all the required fields.

2. Select the **Save** button above to save your work frequently.

3. Once an other expense item has been saved successfully, select the **Add** button above to add additional other expense items.

4. Click Forms Menu to return to the navigation links.

Other Expenses Detail
If Other Expenses is not applicable, leave this section blank.

Details

Other Expenses - Type/Description	Not Applicable
Justification	Not Applicable

Financial

Total Grant Funds	$0
Total Match funds	
Match %	0%
Total Other funds	

Line Total	**$0**
Category Total	**$0**

Click here to see a summary of the detail entered for this category.

CATEGORY TOTAL SUMMARY

OTHER NARRATIVE

Instructions:

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Click Forms Menu to return to the navigation links.

Other Expenses Narrative
If applicable, please provide an explanation of any extraordinary costs or significant changes to the original contract. For example, a program may have a dollar threshold whereby the other cost category expenses of a certain amount must be justified.
Category not applicable.

EXPENDITURE SUMMARY

Instructions:

1. Save this form to display a roll-up of the category budget details.
2. Click Forms Menu to return to the navigation links.

Category of Expense	Grant Funds	Match Funds	Match % Calculated	Match % Required	Other Funds	Total
1. Personal Services						
a) Salary	$0	$0	0%	0%	$0	$0
b) Fringe	$0	$0	0%	0%	$0	$0
Subtotal	**$0**	**$0**	**0%**		**$0**	**$0**
2. Non Personal Services						
a) Contractual	$0	$0	0%	0%	$0	$0
b) Travel	$0	$0	0%	0%	$0	$0
c) Equipment	$150,000.00	$150,000.00	100%	0%	$0	$300,000.00
d) Space/Property & Utilities	$0	$0	0%	0%	$0	$0
e) Operating Expenses	$0	$0	0%	0%	$0	$0
f) Other	$0	$0	0%	0%	$0	$0
Subtotal	**$150,000.00**	**$150,000.00**	**100%**		**$0**	**$300,000.00**
Total	**$150,000.00**	**$150,000.00**	**100%**	**100%**	**$0**	**$300,000.00**
PERIOD TOTAL	**$0**					

MATCH WORKSHEET

Instructions:

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once an match item has been saved successfully, select the **Add** button above to add additional match items.
4. Click Forms Menu to return to the navigation links.

Match Worksheet Detail
Provide detail on the match amounts identified in the detail worksheets. Complete the Form of Documentation Provided column and provide required matching funds documentation with the application/contract package.

Details

Source of Matching Funds City of Newburgh
Describe Match Source

(I.E. Local, State, Federal, or Private) Local Capital Funds
Form of Documentation Provided

Financial

Match Amount $150,000.00*

Line Total	**$150,000.00**
Match Worksheet Detail Total	**$150,000.00**
Budget Detail Match Total	**$150,000.00**

CATEGORY TOTAL SUMMARY

WORK PLAN OVERVIEW FORM

Instructions:
The purpose of this form is to capture organizational information necessary for application processing, as well as a detailed accounting of the proposed or funded project. It is made up of three sections:

1. Project Summary
2. Organizational Capacity
3. Project Details - Objectives, Tasks and Performance Measures

If applicable, specific instructions/requirements for completing these sections may be found in the Grant Opportunity under which you are applying. Click Forms Menu to return to the navigation links.

Work Plan Period From 1/1/2019 To 12/31/2020
Project Summary
Provide a high-level overview of the project, including the overall goal and desired outcomes. Include information such as location, target population, overall number of persons to be served, service delivery method and hours of operation.
The City of Newburgh is seeking to acquire a 2019 Standard Recycling Packer Truck (25-Foot Residential Rear Loader), in order to expand its current fleet of recyclable collection vehicles in order to increase customer service, ensure a more efficient recyclables program, and decrease contaminated recycling loads. The City services a population of 28,866 residents, including over 9,000 homes, collecting almost 1,000 Tons of Recyclable Material each year. As such, its recycling operation includes four day per week service to four different Areas (A, B, C, and D) of the community. The City is seeking to add a vehicle which will be used over 200 days per year in order to improve service to all four Areas and allow for a re-evaluation of the weekly schedule to improve productivity to increase the amount of material collected annually. At an estimated cost of $300,000, this represents roughly a $1 investment for each resident over the course of the vehicles 10-year useful life. However, if grant funding is received, this project will take place at a cost of just over 50 cents per Newburgh resident.
Organizational Capacity
Describe the staffing, qualifications and ongoing staff development/training activities, and relevant experience of the provider organization to support the project.
The City of Newburgh's project will be led by its Department of Public Works, which has 44 employees with vast recycling experience, led by Superintendent George Garrison. The DPW is responsible for sanitation and recycling collection, maintaining the city's streets and bridges, maintaining public parks, maintaining public properties, supervising the city's sanitary sewer system, administrating the city and police garages and vehicles, removing snow and enforcing environmental standards. The department has overseen a single stream operation for decades, collecting an average of 915 tons of material annually.

OBJECTIVES

Instructions:

1. Enter an *Objective* in the field provided below.
2. Select the **Save** button.
3. To add another *Objective*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Tasks* to the *Objective*.
5. Click Forms Menu to return to the navigation links.

Objective Name
Increase Recyclable Material Collection by 10%
Objective Description
Instructions for Adding Tasks for this Objective:
Click the **Task** link in the Forms Menu navigation panel above to add a Task to this Objective.

OBJECTIVES

Instructions:

1. Enter an *Objective* in the field provided below.
2. Select the **Save** button.
3. To add another *Objective*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Tasks* to the *Objective*.
5. Click Forms Menu to return to the navigation links.

Objective Name
Increase Operational Efficiency and Customer Service
Objective Description
Instructions for Adding Tasks for this Objective:
Click the **Task** link in the Forms Menu navigation panel above to add a Task to this Objective.

OBJECTIVES

Instructions:

1. Enter an *Objective* in the field provided below.
2. Select the **Save** button.
3. To add another *Objective*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Tasks* to the *Objective*.

5. Click Forms Menu to return to the navigation links.

Objective Name
Increase Fleet Size
Objective Description
Instructions for Adding Tasks for this Objective:
Click the **Task** link in the Forms Menu navigation panel above to add a Task to this Objective.

TASKS

Instructions:

1. Enter an *Task* in the field provided below.
2. Select the **Save** button.
3. To add another *Task*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Performance Measures* to the *Task*.

5. Click Forms Menu to return to the navigation links.

Objective: Increase Operational Efficiency and Customer Service
Task Name
Review and Adjust Recycling Areas
Task Description
Instructions for Adding Performance Measures for this Task:
Click the **Performance Measures** link in the Forms Menu navigation panel above to add a Performance Measure to this Task.

TASKS

Instructions:

1. Enter an *Task* in the field provided below.
2. Select the **Save** button.
3. To add another *Task*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Performance Measures* to the *Task*.

5. Click Forms Menu to return to the navigation links.

Objective: Increase Operational Efficiency and Customer Service
Task Name
Decrease Daily Truck Mileage/Time
Task Description
Instructions for Adding Performance Measures for this Task:
Click the **Performance Measures** link in the Forms Menu navigation panel above to add a Performance Measure to this Task.

TASKS

Instructions:

1. Enter an *Task* in the field provided below.
2. Select the **Save** button.
3. To add another *Task*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Performance Measures* to the *Task*.

5. Click Forms Menu to return to the navigation links.

Objective: Increase Fleet Size
Task Name
Ensure Proper Maintenance of All Vehicles
Task Description
Instructions for Adding Performance Measures for this Task:
Click the **Performance Measures** link in the Forms Menu navigation panel above to add a Performance Measure to this Task.

TASKS

Instructions:

1. Enter an *Task* in the field provided below.
2. Select the **Save** button.
3. To add another *Task*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Performance Measures* to the *Task*.

5. Click Forms Menu to return to the navigation links.

Objective: Increase Fleet Size
Task Name
Acquire Additional Packer Recycling Truck
Task Description
Instructions for Adding Performance Measures for this Task:
Click the **Performance Measures** link in the Forms Menu navigation panel above to add a Performance Measure to this Task.

TASKS

Instructions:

1. Enter an *Task* in the field provided below.
2. Select the **Save** button.
3. To add another *Task*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Performance Measures* to the *Task*.

5. Click Forms Menu to return to the navigation links.

Objective: Increase Recyclable Material Collection by 10%
Task Name
Distribute Educational Materials to Residents to Make Aware of New Truck and Recycling Policies
Task Description
Instructions for Adding Performance Measures for this Task:
Click the **Performance Measures** link in the Forms Menu navigation panel above to add a Performance Measure to this Task.

TASKS

Instructions:

1. Enter an *Task* in the field provided below.
2. Select the **Save** button.
3. To add another *Task*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Performance Measures* to the *Task*.

5. Click Forms Menu to return to the navigation links.

Objective: Increase Recyclable Material Collection by 10%
Task Name
Review Year by Year Data and Material Volumes Prior to New Truck, and After
Task Description
Instructions for Adding Performance Measures for this Task:
Click the **Performance Measures** link in the Forms Menu navigation panel above to add a Performance Measure to this Task.

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.

2. Select the **Save** button.

3. To add another *Performance Measure*, when applicable, select the **Add** button above.

4. Click Forms Menu to return to the navigation links.

Objective: Increase Recyclable Material Collection by 10%
Task: Distribute Educational Materials to Residents to Make Aware of New Truck and Recycling Policies
Performance Measure Name
Non Compliance Measurement
Narrative
Compile information relating to the number of recycling notices left with recycling containers which were not picked up. Review total number of households that likely did not recycle.
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.

2. Select the **Save** button.

3. To add another *Performance Measure*, when applicable, select the **Add** button above.

4. Click Forms Menu to return to the navigation links.

Objective: Increase Fleet Size
Task: Acquire Additional Packer Recycling Truck
Performance Measure Name
Number of Vehicles
Narrative
Compare number of vehicles in fleet prior, and after grant award.
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Increase Fleet Size
Task: Acquire Additional Packer Recycling Truck
Performance Measure Name
Successfully Mini-Bid and Award Contract in Line with OGS Standards
Narrative
Follow OGS Procurement Policies to receive bids and acquire new vehicle.
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Increase Fleet Size
Task: Ensure Proper Maintenance of All Vehicles
Performance Measure Name
Review and Document Maintenance Needs
Narrative
Ensure proper repairs and regular maintenance as per local policies.
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Increase Recyclable Material Collection by 10%
Task: Review Year by Year Data and Material Volumes Prior to New Truck, and After
Performance Measure Name
Review Quarterly Data to Ensure Increase in Productivity
Narrative
Review/Compare on a Quarterly Basis
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.

2. Select the **Save** button.

3. To add another *Performance Measure*, when applicable, select the **Add** button above.

4. Click Forms Menu to return to the navigation links.

Objective: Increase Recyclable Material Collection by 10%
Task: Review Year by Year Data and Material Volumes Prior to New Truck, and After
Performance Measure Name
Review on Annual Basis
Narrative
Review and Compare Annual Tonnage 2018, 2019, and 2020
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.

2. Select the **Save** button.

3. To add another *Performance Measure*, when applicable, select the **Add** button above.

4. Click Forms Menu to return to the navigation links.

Objective: Increase Operational Efficiency and Customer Service
Task: Review and Adjust Recycling Areas
Performance Measure Name
Conduct Review of Existing Areas/Recommend Changes if necessary
Narrative
Review current recycling areas for efficiency based on fleet size and recommend any changes.
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.

2. Select the **Save** button.

3. To add another *Performance Measure*, when applicable, select the **Add** button above.

4. Click Forms Menu to return to the navigation links.

Objective: Increase Operational Efficiency and Customer Service
Task: Review and Adjust Recycling Areas
Performance Measure Name
Implement any Recommended Changes
Narrative
Implement changes to Recycling Areas if necessary to increase productivity.
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.

2. Select the **Save** button.

3. To add another *Performance Measure*, when applicable, select the **Add** button above.

4. Click Forms Menu to return to the navigation links.

Objective: Increase Operational Efficiency and Customer Service
Task: Decrease Daily Truck Mileage/Time
Performance Measure Name
Review Current Data (Mileage/Time) with Existing Fleet
Narrative
Complete an evaluation of existing data and set goals.
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Increase Operational Efficiency and Customer Service
Task: Decrease Daily Truck Mileage/Time
Performance Measure Name
Monitor and Evaluate Data After Truck Acquired
Narrative
Monitor and Evaluate Data for 2019 and 2020 (After truck acquired)
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Increase Fleet Size
Task: Ensure Proper Maintenance of All Vehicles
Performance Measure Name
Change Maintenance Policies, as necessary.
Narrative
Review existing fleet maintenance policies, and adjust as necessary.
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Increase Recyclable Material Collection by 10%
Task: Distribute Educational Materials to Residents to Make Aware of New Truck and Recycling Policies
Performance Measure Name
Number of Public Information Outlets
Narrative
Evaluate number of methods used to educate public prior to and after vehicle purchase. (Annual Basis
Upload

PRE-SUBMISSION UPLOADS

Instructions:
1. Select the **Browse** button to locate an upload.
2. Select the **Save** button above to load it into the system.
3. If the Grant Opportunity you are applying for requires that a specific document be uploaded, a link to the Document Template will appear under the upload row. Click the link to download and save the Document Template to your computer. Once you have filled out the Document Template you can use the associated **Upload** row to upload the document as part of your application.

Below is a list of forms/templates that can be downloaded, completed, and uploaded in the Program Specific Questions section of the application. The forms/templates are project type specific and should be used as applicable.

Progress Report Form
This is a Progress Report Form for Recycling Coordination/Education Projects. If applicable, the form should be filled out and uploaded in Question 20.

Document Template: *Click here*

Vehicle Information Form
This is a Vehicle Information Form for projects involving the purchase of one or more VEHICLES, LOADERS, GRINDERS or OTHER MOBILE EQUIPMENT. If applicable, the form should be filled out and uploaded in Question 25. If more than one vehicle is involved, the form should be duplicated and uploaded as one file.

Document Template: *Click here*

Certificate as to Title to Project Site
This is a Certificate as to Title to Project Site for projects involving FACILITY CONSTRUCTION. If applicable, the certificate should be filled out and uploaded in Question 43.

Document Template: *Click here*

Budget Worksheets
This is a file containing templates for Budget Worksheets for Coordination/Education/Outreach, Capital/Equipment, and Construction/Professional Services projects. Fill out and upload the applicable worksheet in Question 47.

Document Template: *Click here*

Municipal Recyclables Summary Worksheet
This is a Municipal Recyclables Summary Worksheet for all projects. Fill out and upload the worksheet in Question 49.

Document Template: *Click here*

Work Plan Worksheet
This is a Work Plan Worksheet for all projects. It is provided as a template to develop your Work Plan prior to entering it into your application.

Document Template: *Click here*

Attestation

By clicking the **I Agree** button below, you certify and agree that you are authorized on behalf of the applicant and its governing body to commit the applicant to comply with the requirements of Article 15-A of the New York State Executive Law: Participation By Minority Group Members and Women With Respect To State Contracts by providing opportunities for Minority-owned Business Enterprise (MBE)/Woman-owned Business Enterprise (WBE) participation. You further certify that the applicant will maintain such records and take such actions necessary to demonstrate such compliance throughout the completion of the project.

By clicking the **I Agree** button below, you certify that you are authorized on behalf of the applicant and its governing body to submit this application. You further certify that all of the information contained in this Application and in all statements, data and supporting documents which have been made or furnished for the purpose of receiving Assistance for the project described in this application, are true, correct and complete to the best of your knowledge and belief. You acknowledge that offering a written instrument knowing that the written instrument contains a false statement or false information, with the intent to defraud the State or any political subdivision, public authority or public benefit corporation of the State, with the knowledge or belief that it will be filed with or recorded by the State or any political subdivision, public authority or public benefit corporation of the State, constitutes a crime under New York State Law.

Submitted By: Dave Jenkins **Submitted On:** 12/27/2018 4:28:51 PM

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-1080	BUSINESS UNIT/DEPT. ID: DEC01 CONTRACT NUMBER: DEC01-C01919GG-3350000 CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: NEWBURGH CITY OF	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME: City of Newburgh	PROJECT NAME: City of Newburgh Recycling Truck Fleet Improvement Initiative
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002290 Federal Tax ID Number: 146002329 DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☐ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption State/Code: ☐ Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:	CONTRACT FUNDING AMOUNT
From: 01/01/2022 To: 12/31/2027	(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):
CURRENT CONTRACT PERIOD:	CURRENT: $150,000.00
From: 01/01/2022 To: 12/31/2027	AMENDED:
AMENDED TERM:	FUNDING SOURCE(S)
From: To:	☒ State
AMENDED PERIOD:	☐ Federal
From: To:	☐ Other

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A:

- [X] A-1 Program Specific Terms and Conditions
- [ ] A-2 Federally Funded Grants

Attachment B:

- [X] B-1 Expenditure Based Budget
- [ ] B-2 Performance Based Budget
- [ ] B-3 Capital Budget
- [ ] B-4 Net Deficit Budget
- [ ] B-1 (A) Expenditure Based Budget (Amendment)
- [ ] B-2 (A) Performance Based Budget (Amendment)
- [ ] B-3 (A) Capital Budget (Amendment)
- [ ] B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other: OSC Approval Letter

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:
NEWBURGH CITY OF

By: _____

_____

Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:
Department of Environmental Conservation

_____

By: _____

_____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contract Number: # DEC01-C01919GG-3350000

STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

***Budget Changes*:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2[1], Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2[2], Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

[1] To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

[2] To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

   a) by certified or registered United States mail, return receipt requested;

   b) by facsimile transmission;

   c) by personal delivery;

   d) by expedited delivery service; or

   e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[3]

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

[3]As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. *General Renewal*: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. *Renewal Notice to Not-for-Profit Contractors*:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. *Grounds*:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination*:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. ***Effect of Notice and Termination on State's Payment Obligations*:**

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. ***Effect of Termination Based on Misuse or Conversion of State or Federal Property*:**

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[4] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[5] Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[6] Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[7] The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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[4] A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

[5] Fee for Service is a rate established by the Contractor for a service or services rendered.

[6] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[7] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:[8] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

[8] Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report* (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. *General*:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. ***Cost Allocation***:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. ***Federal Funds***: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:[9] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

[9] Not applicable to not-for-profit entities.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) AGENCY SPECIFIC TERMS AND CONDITIONS

I. Postponement, suspension, abandonment or termination by the Department: Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. Conflict of Interest

(a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

III. Dispute Resolution

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

(3) Make a determination on the record as it exists.

(c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Richard Clarkson, Director, Bureau of Solid Waste Management
NYS Department of Environmental Conservation
Division of Materials Management
625 Broadway, 9th Floor
Albany, NY 12233-7260
(518) 402-8678

The designated appeal individual to review decisions is:

David Vitale, Division Director
NYS Department of Environmental Conservation
Division of Materials Management
625 Broadway, 9th Floor
Albany, NY 12233-7260
(518) 402-8678

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier, Chair
Contract Review Committee
625 Broadway
Albany, NY 12233-5010
Telephone: (518) 402-9228

(d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.

(1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or

(2) Adopt the decision of the DAI; or

(3) Consider the matter for review by the CRC in accordance with its procedures.

(e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.

(f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.

(g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.

(h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

(i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

(j)(1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

(2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IV. Tax Exemption

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

V. Litigation Support

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractors misconduct, negligence or omissions.

VI. Inventions or Discoveries

The Scope of work of this agreement shall not include any inventions. If, however, an invention results from this project it shall be owned as follows:

Any invention or discovery first made or conceived and reduced to practice in the performance of this Contract solely by the Contractor shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract solely by Department or State shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VII. Intellectual Property and Copyright Materials

(a) Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Contractor in the performance of this work shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Department or State in the performance of this work shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VIII. Patent and Copyright Protection

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

(1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and

(2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and

(3) all available information, assistance and authority necessary to the action, at the Contractor=s sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

(1) procure for the Department the right to continue using the same item or parts thereof;

(2) modify the same so that it becomes non-infringing and of at least the same quality and performance;

(3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;

(4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

(d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:

(1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;

(2) alterations of the items by the Department;

(3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;

(4) use of items in combination with apparatus or devices not delivered by the Contractor;

(5) use of items in a manner for which the same were neither designed nor contemplated; or

(6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.

(e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

IX. Freedom of Information Requests

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

X. Article 15-Requirements

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

(a) General Provisions

(1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

(2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

(3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

(1) For purposes of this procurement, the Department hereby establishes an overall goal of **0%** for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).

(2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address; https://ny.newnycontracts.com

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

(3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that

if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

(c) MWBE Responsibilities & Requirements

(1) Contractors must read, sign, and submit the NYSDEC MWBE Responsibilities & Requirements document. This document describes the MWBE requirements and provides directions for completing the required MWBE Utilization Plan form and subsequent Quarterly Reports.

(2) By signing and submitting this document, the Contractor acknowledges they understand the assigned MWBE goals, the MWBE Utilization Plan form requirements, the MWBE Quarterly Report requirements, and understand what Good Faith Efforts they must put forth to meet their assigned MWBE goals.

(d) MWBE Utilization Plan

(1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.

(2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section X-B-1 of this Attachment.

(3) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

(e) Equal Employment Opportunity (EEO)

(1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the State of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

(i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(ii) The Contractor shall submit an EEO policy statement to the Department within seventy-two (72) hours after the date of the notice by Department to award the Contract to the Contractor.

(iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.

(iv) The Contractor's EEO policy statement shall include the following language:

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

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c. The Contractor shall request each employer Department, 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 employer Department, 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.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a Staffing Plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing Plan as part of the MWBE Utilization Plan and submit at the time of award of the contract.

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

(f) Quarterly MWBE Contractor Compliance Report
Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

(g) Waivers
(1) For Waiver Requests Contractor should use Waiver Request Form.

(2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(3) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

(h) Liquidated Damages - MWBE Participation
(1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.

(2) Such liquidated damages shall be calculated as an amount equaling the difference between:
(i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
(ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

(3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor

has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

(i) Forms
Forms referenced in this Article can be found at http://www.dec.ny.gov/about/48854.html

XI. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. The Department recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of Department contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

(a) Contract Goals
The Department hereby establishes an overall goal of 0% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: https://ogs.ny.gov/veterans/. Questions regarding compliance with SDVOB participation goals should be directed to the Department's Designated Contacts.

Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause (XI)(d) below).

(b) **SDVOB Utilization Plan**

1. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.

2. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the Department.

3. The Department will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of Department acceptance or issue a notice of deficiency within 20 days of receipt.

4. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the Department, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, The Department shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by the Department, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

5. The Department may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:

(i) If a Bidder fails to submit an SDVOB Utilization Plan;
(ii) If a Bidder fails to submit a written remedy to a notice of deficiency;
(iii) If a Bidder fails to submit a request for waiver; or
(iv) If the Department determines that the Bidder has failed to document good faith efforts.

6. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

7. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, The Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

(c) Request for Waiver

1. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at the Department for guidance.

2. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause (XI)(d) below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the Department at that time, the provisions of clauses (XI)(b) 3., 4., & 5. will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

3. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the Department but must be made no later than prior to the submission of a request for final payment on the Contract.

4. If the Department, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the Department.

(d) Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

(1) Copies of solicitations to SDVOBs and any responses thereto.

(2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.

(3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Department with certified SDVOBs whom the Department determined were capable of fulfilling the SDVOB goals set in the Contract.

(4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the

purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.

(5) Other information deemed relevant to the waiver request.

(e) **Quarterly SDVOB Contractor Compliance Report**
In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Quarterly SDVOB Contractor Compliance within the first month of each quarter to the Department during the term of the Contract for the preceding quarters' activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 and should be completed by the Contractor and submitted to the Department, by the 10th day of the first month of each quarter during the term of the Contract, for the preceding quarters' activity to: sdvob@dec.ny.gov

(f) **Breach of Contract and Damages**
In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

XII. Iran Divestment Act Requirements

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

XIII. Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas, https://www.access-board.gov/guidelines-and-standards

XIV. Public Access to Facilities

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

XV. Project Insurance Considerations

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

XVI. Amendment/Extensions

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

XVII. Environmental Protection Fund Acknowledgement

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

XVIII. Vendor Responsibility

a) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

b) The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at https://portal.osc.state.ny.us.

c) Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.

d) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

XVIII. Permits

a) If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.

b) With respect to the project, the contractor certifies that is has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

XIX. Approvals

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

XX. Site Access

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

XXI. Cost Overruns

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

XXII. Construction Plans

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

XXIII. Payment and Reporting

a) The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.

b) The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

XXIV. On-Site Inspections

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

XXV. Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be sued under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

B) PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Notices:

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is listed below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Address: New York State Department of Environmental Conservation
Division of Materials Management
625 Broadway – 9th Floor
Albany, NY 12233-7260

518-402-8678

A copy of all legal notices shall be sent to:

General Counsel
New York State Department of Environmental Conservation
625 Broadway - 14th Floor
Albany, New York 12233-1500

The Contractor's authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at the address identified on the Face Page, with copies sent to the Contractor's contract administrator as identified in the contract application.

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

II. Project Insurance Considerations

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of Contractor's activities.
- The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, Division of Materials Management, shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

a) Workers' Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

b) Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME** The State of New York and The New York State Department of Environmental Conservation, Division of Materials Management, 625 Broadway 9th floor, Albany, NY 12233-7260, as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker's Compensation website:
http://www.wcb.ny.gov/content/main/Employers/Employers.jsp

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

c) Commercial General Liability Insurance with a limit of not less than $2,000,000 each occurrence, and $5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

d) Business Automobile Liability with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.

e) Environmental Liability with a limit of not less than $1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

SUMMARY

PROJECT NAME: City of Newburgh Recycling Truck Fleet Improvement Initiative

CONTRACTOR SFS PAYEE NAME: NEWBURGH CITY OF

CONTRACT PERIOD: From: 01/01/2022

To: 12/31/2027

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	$0.00	$0.00	0 %	$0.00	$0.00
b) Fringe	$0.00	$0.00	0 %	$0.00	$0.00
Subtotal	$0.00	$0.00	0 %	$0.00	$0.00
2. Non Personal Services					
a) Contractual Services	$0.00	$0.00	0 %	$0.00	$0.00
b) Travel	$0.00	$0.00	0 %	$0.00	$0.00
c) Equipment	$150,000.00	$150,000.00	100 %	$0.00	$300,000.00
d) Space/Property & Utilities	$0.00	$0.00	0 %	$0.00	$0.00
e) Operating Expenses	$0.00	$0.00	0 %	$0.00	$0.00
f) Other	$0.00	$0.00	0 %	$0.00	$0.00
Subtotal	$150,000.00	$150,000.00	100 %	$0.00	$300,000.00
TOTAL	$150,000.00	$150,000.00	100 %	$0.00	$300,000.00

investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's Work.

f) Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of $1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

g) Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum $2,000,000 limit.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	**ANNUALIZED SALARY PER POSITION**	**STANDARD WORK WEEK (HOURS)**	**PERCENT OF EFFORT FUNDED**	**NUMBER OF MONTHS FUNDED**	**TOTAL**
Not Applicable	$0.00				$0.00
				Subtotal	$0.00
TOTAL FRINGE					
					$0.00
				PERSONAL SERVICES TOTAL	$0.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
Not Applicable	$0.00
TOTAL	$0.00

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
2019 Standard Packer Recycling Truck - 25 Foot Residential Rear Loader	$300,000.00
TOTAL	$300,000.00

OTHER - TYPE/DESCRIPTION	TOTAL
Not Applicable	$0.00
TOTAL	$0.00

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: City of Newburgh Recycling Truck Fleet Improvement Initiative

CONTRACTOR SFS PAYEE NAME: NEWBURGH CITY OF

CONTRACT PERIOD: From: 01/01/2022

To: 12/31/2027

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

The City of Newburgh is seeking to acquire a 2019 Standard Recycling Packer Truck (25-Foot Residential Rear Loader), in order to expand its current fleet of recyclable collection vehicles in order to increase customer service, ensure a more efficient recyclables program, and decrease contaminated recycling loads. The City services a population of 28,866 residents, including over 9,000 homes, collecting almost 1,000 Tons of Recyclable Material each year. As such, its recycling operation includes four day per week service to four different Areas (A, B, C, and D) of the community. The City is seeking to add a vehicle which will be used over 200 days per year in order to improve service to all four Areas and allow for a re-evaluation of the weekly schedule to improve productivity to increase the amount of material collected annually. At an estimated cost of $300,000, this represents roughly a $1 investment for each resident over the course of the vehicles 10-year useful life. However, if grant funding is received, this project will take place at a cost of just over 50 cents per Newburgh resident.

ATTACHMENT C - WORK PLAN

DETAIL

Objective	
1	Increase Recyclable Material Collection by 10%

Tasks	
1.1	Distribute Educational Materials to Residents to Make Aware of New Truck and Recycling Policies

Performance Measures

1.1.1	Non Compliance Measurement - Compile information relating to the number of recycling notices left with recycling containers which were not picked up. Review total number of households that likely did not recycle.
1.1.2	Number of Public Information Outlets - Evaluate number of methods used to educate public prior to and after vehicle purchase. (Annual Basis

Tasks	
1.2	Review Year by Year Data and Material Volumes Prior to New Truck, and After

Performance Measures

1.2.1	Review Quarterly Data to Ensure Increase in Productivity - Review/Compare on a Quarterly Basis
1.2.2	Review on Annual Basis - Review and Compare Annual Tonnage 2018, 2019, and 2020

ATTACHMENT C - WORK PLAN

DETAIL

Objective	
2	Increase Operational Efficiency and Customer Service

Tasks	
2.1	Review and Adjust Recycling Areas

Performance Measures

2.1.1	Conduct Review of Existing Areas/Recommend Changes if necessary - Review current recycling areas for efficiency based on fleet size and recommend any changes.
2.1.2	Implement any Recommended Changes - Implement changes to Recycling Areas if necessary to increase productivity.

Tasks	
2.2	Decrease Daily Truck Mileage/Time

Performance Measures

2.2.1	Review Current Data (Mileage/Time) with Existing Fleet - Complete an evaluation of existing data and set goals.
2.2.2	Monitor and Evaluate Data After Truck Acquired - Monitor and Evaluate Data for 2019 and 2020 (After truck acquired)

ATTACHMENT C - WORK PLAN

DETAIL

Objective	
3	Increase Fleet Size

Tasks	
3.1	Ensure Proper Maintenance of All Vehicles

Performance Measures

3.1.1	Review and Document Maintenance Needs - Ensure proper repairs and regular maintenance as per local policies.
3.1.2	Change Maintenance Policies, as necessary. - Review existing fleet maintenance policies, and adjust as necessary.

Tasks	
3.2	Acquire Additional Packer Recycling Truck

Performance Measures

3.2.1	Number of Vehicles - Compare number of vehicles in fleet prior, and after grant award.
3.2.2	Successfully Mini-Bid and Award Contract in Line with OGS Standards - Follow OGS Procurement Policies to receive bids and acquire new vehicle.

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of ___ percent (___%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of ___ percent (___%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ___ days from the beginning of the budget period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period	Amount	Due Date

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance or initial payment is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Frequency: Quarterly Reimbursement

Number of Days/Claims: 1

For Quarterly, Monthly and Biannual Reimbursement Claim Frequency, the above field represents the number of days after the claim period that the claim is due to the State from the Grantee.

For Interim Reimbursement as Requested by Contractor the Number of Days/Claims is not applicable.

For all other selected Claim Frequency, the Number of Days/Claims represents the number of claims due under the contract and listed in the table below.

Expenditure Period Dates		Due Date
From	To	

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

[X] Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

[ ] Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

[X] Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

[X] Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.

[ ] Consolidated Fiscal Report (CFR) [1]

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

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1 The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ___ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is ___. The agency shall complete its audit and notify vendor of the results no later than ___. The Contractor shall submit the report not later than ___ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

THOMAS P. DiNAPOLI
STATE COMPTROLLER



110 STATE STREET
ALBANY, NEW YORK 12236

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER

BUREAU OF CONTRACTS
PROCUREMENT RECORD APPROVAL LETTER

Business Unit:	DEC01	**Determination:**	Approved
Program Name:	Municipal Waste Reduction Recycling 2017	**Approval Date:**	06/14/2023
Procurement Record ID:	DEC01-0000163-3350000	**Approved Through:**	04/03/2023
Reporting Code:	GTA1	**Sequence Number:**	0

To: Vanessa Lasher

The procurement record for the above referenced procurement has been deemed acceptable as supporting documentation. Please note that these contracts shall not be deemed effective until they have received the Comptroller's approval pursuant to State Finance Law §112. The proposed contract awards related to this procurement can be submitted for review and approval as follows:

Comments: Competitive. 71 awardees totaling $13,769,514.87. Contracts are to start no earlier than 1/1/2017, end no later than 12/31/2027, and be no longer than five (5) years long. No advances.

Please attach a copy of this note when submitting any contracts and/or amendments under this program. In order for OSC to process your contract transactions efficiently, please include the Procurement Record Identification Number and Reporting Code identified in this letter in the description field of the Single Transaction Summary (STS) or Contract Encumbrance Request (AC340-S.)

Thank you for your time on this matter.

PAUL BACHMAN
838/910-4117 (Phone #)
pabachman@osc.ny.gov

RESOLUTION NO.: _____- 2024

OF

DECEMBER 9, 2024

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH DOCKHAND DETAILING, LLC D/B/A DOCKHAND SERVICES, LLC FOR A BOAT LAUNCH DOCK IN AN AMOUNT NOT TO EXCEED $47,000.00

WHEREAS, the City of Newburgh duly advertised for bids for the manufacture and delivery of a boat launch dock for the Washington Street Boat Launch; and

WHEREAS, six (6) bids were duly received and opened and Dockhand Detailing, LLC d/b/a Dockhand Services, LLC is determined to be the lowest responsible bidder; and

WHEREAS, funding for the Project shall be derived from A.7140.0448.0001 – Boat Launch Other Services; and

WHEREAS, the City Council has determined that awarding the bid to Dockhand Detailing, LLC d/b/a Dockhand Services, LLC 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 bid for manufacture and delivery of a boat launch dock for the Washington Street Boat Launch be and it hereby is awarded to Dockhand Detailing, LLC d/b/a Dockhand Services, LLC in an amount not to exceed $47,000.00; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

Todd Venning
City Manager/CEO

CITY OF NEWBURGH

FINANCE DEPARTMENT
Bureau of Purchase and Supply
83 Broadway, Newburgh, New York 12550
(845) 569-7320 • www.cityofnewburgh-ny.gov

Todd Venning (CFO)
Director of Finance

Janice Gaston
City Comptroller

Robert VanVlack
City Purchasing Agent

Notice to Bidders

Solicitation #5.24
Invitation for Bids (IFB)
Purchase of Boat Launch Dock
City Of Newburgh, New York

The City of Newburgh, NY will receive sealed bids from qualified vendors for the purchase of a Boat Launch Dock.

The solicitation release date is Friday, October 4, 2024. The solicitation can be downloaded by visiting https://www.bidnetdirect.com/new-york/city-of-newburgh (vendor registration required) or by request from rvanvlack@cityofnewburgh-ny.gov. The solicitation contains the procurement schedule, specification requirements, bid submission requirements, and submittal forms.

Sealed bids are due by Friday, November 1, 2024 by 11:00 a.m. Responses that miss the deadline will not be considered.

BY ORDER OF THE CITY OF NEWBURGH, NY

By: Janice Gaston Dated: 9/26/2024
Janice Gaston, City Comptroller

Justice, Equity, Diversity, and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply. Minority and Women-owned Business Enterprises ("MBW/WBE"), small and disadvantaged businesses are encouraged to apply.

Todd Venning
City Manager/CEO

CITY OF NEWBURGH

FINANCE DEPARTMENT
Bureau of Purchase and Supply
83 Broadway, Newburgh, New York 12550
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Todd Venning (CFO)
Director of Finance

Janice Gaston
City Comptroller

Robert VanVlack
City Purchasing Agent

Solicitation #5.24 Results

Invitation for Bids (IFB)
For
Purchase of
Boat Launch Dock

Opening: 11/1/2024 11:15 a.m. until 11:30 a.m. - City Hall Council Chambers, 83 Broadway, Newburgh, NY

Attendees:

- Robert Van Vlack, City Purchasing Agent (Witness)
- Stephanie Hayden, Account Clerk (Recorder)
- Matt Nordt, Recreation Director (Department Representative)
- Mark Ruffolo, Dockhand Services LLC (Visitor)

The six (6) bids below were received in compliance with the solicitation closing of 11:00 a.m. November 1, 2024.

Vendor	Receipt	Unofficial Bid
Custom Docks Inc	10/18/2024 12:05 p.m.	$46,200.00
Marina Technologies Inc	10/29/2024 2:20 p.m.	$79,800.00
FWM Docks	10/30/2024 12:50 p.m.	$50,115.00
Dock Hardware & Marine Fabrication	10/31/2024 2:08 p.m.	$87,539.00
Bay View Dock Builders	11/1/2024 9:15 a.m.	$71,500.00
Dockhand Services LLC	11/1/2024 10:45 a.m.	$47,000.00

Dockhand Services LLC

Solicitation #5.24 Specs

Purchase of Boat Launch Dock For CITY OF NEWBURGH, NEW YORK

1. **Dock Frame and Decking**:
    - **Frame**: Constructed with a 6061T-6 welded aluminum frame to ensure durability and lightweight strength, compliant with marine standards.
    - **Decking Options**:
        - **Primary**: PVC decking for resistance to moisture, rot, and UV rays, with minimal maintenance requirements.
        - **Alternative**: Aluminum decking (pricing provided separately), known for corrosion resistance and long lifespan, suitable for high-traffic or heavy-duty applications.
2. **Flotation**:
    - **PermaFloat 16-inch floats** (4ft x 2ft) to be integrated, offering stable buoyancy and durability. These floats feature polyethylene resin with UV inhibitors and are foam-filled for added security against punctures.
3. **Dock Edge and Safety**:
    - **Rubber Bumpers**: To protect both the dock and incoming boats, the installation includes edge and corner bumpers by Barbour Plastics.
    - **Safety Corners**: Four safety corners will be installed at high-impact points on the dock edges.
    - **Cleats**: 14 cleats distributed for secure mooring along the dock edges.
4. **Dimensions**:
    - **Dock Sections**: Five sections, each 6 ft x 20 ft, providing a modular setup.
    - **Gang Planks**: Two gang planks of the same size (6 ft x 20 ft) for easy access and mobility.
5. **Land Connection**:
    - A heavy-duty galvanized pipe assembly to secure the dock's land connection, ensuring stability and durability.
6. **Warranties**:
    - **Welded Aluminum Frame**: 10-year warranty.
    - **Platforms**: 15-year warranty.
    - **Decking System**: 25-year warranty on PVC or aluminum decking.
    - **Float Modules**: 15-year warranty on PermaFloat.

This specification meets or exceeds the City of Newburgh's requirements in the bid solicitation and includes a guaranteed delivery date. Additional shop drawings, signed by a New York State Licensed Professional Engineer, will be provided post-award, ensuring alignment with structural and environmental regulations.

BID FORM

INVITATION FOR BIDS (IFB) #5.24
BOAT LAUNCH DOCK
FOR THE
CITY OF NEWBURGH, NEW YORK

I (We) hereby submit the following Total Bid for consideration by the City of Newburgh.

The City of Newburgh is Tax Exempt. Installation is not required.

The Total Bid will be the Boat Launch Dock, Delivery Cost, and Shop Drawings.

Include guaranteed Delivery Date.

TOTAL Bid ($): $47,000

TOTAL Bid (Written in words): Forty Seven THousand & NO/100

GUARANTEED DELIVERY DATE: ~~March 1, 2025~~ 2/15/25 mo

COMPANY NAME:

Dockhand Detailing LLC DBA Dockhand Services LLC

COMPANY ADDRESS:

47 S Franklin Turnpike, Ramsey, New Jersey, 07446

PHONE NO. 201-378-8942 **EMAIL ADDRESS** dockhandservices@gmail.com

SUBMITTED BY/DATE

11/1/24

(SIGNATURE IN BLUE INK)

BIDDER ACKNOWLEDGEMENT FORM

INVITATION FOR BIDS (IFB) #5.24
BOAT LAUNCH DOCK
FOR THE
CITY OF NEWBURGH, NEW YORK

I (We) hereby bid on Solicitation #5.24 Boat Launch Dock.

By signing and submitting this Form for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this IFB as presented without reservation or alteration.

COMPANY NAME Dockhand Detailing LLC DBA Dockhand Services LLC

COMPANY ADDRESS 47 S Franklin Turnpike, Ramsey, New Jersey, 07446

PHONE NO. 201-378-8942 EMAIL ADDRESS dockhandservices@gmail.com

SUBMITTED BY _____
(SIGNATURE IN BLUE INK)

PRINT NAME / TITLE Mark Ruffolo, Vice President

DATE 11/1/2024

NON-COLLUSION BIDDING AFFIDAVIT
CITY OF NEWBURGH

STATE of NJ)
) SS:
County of Bergen)

I, Mark Ruffolo of the (Town, Village, City) of Upper Saddle River in the County of Bergen and the State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by Dockhand Detailing LLC DBA Dockhand Services LLC.
(Name of Contractor)

Subscribed and sworn to: _____
(Signature of Affiant above in ***BLUE*** Ink; type or print name/title below)

Name: Mark Ruffolo Title: Vice President

Before me this 1st day
of November, 2024

_____
Notary Public of

My commission expires: 3-12-29

AFFIX NOTARY SEAL OR STAMP IN THIS BOX

MARK W. WAGNER
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 12, 2029
COMMISSION: #50219378

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

MARK W. WAGNER
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 12, 2029
COMMISSION: #50219379

SUBMITTAL FORM D – CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) §165-a and New York General Municipal Law §103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL §165-a (3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL §165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time of the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Mark Ruffolo, being duly sworn, deposes and says that he/she is the

Vice President of the Dockhand Detailing LLC DBA Dockhand Services LLC Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

Sworn to before me this 1st Day of November, 2024

Notary Public

MARK W. WAGNER
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 12, 2029
COMMISSION: #50219378

MARK W. WAGNER
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 12, 2029
COMMISSION: #50219378

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Dockhand Services LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
47 South Franklin Turnpike

Requester's name and address (optional)

6 City, state, and ZIP code
Ramsey NJ 07446

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	5	–	2	5	2	4	7	2	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 11/1/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	**THEN check the box for . . .**
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*__Note:__ The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

VanVlack, Robert

From: VanVlack, Robert
Sent: Friday, November 15, 2024 11:55 AM
To: Bob Putera, Custom Docks; Morris, Jason; Nordt, Matthew; Garrison, George
Cc: Gaston, Janice; Venning, Todd
Subject: RE: City of Newburgh Dock Bid

Bob,

Based on your response to a requirement of the solicitation, that you are unable to have shop drawings prepared, signed, and sealed by a New York State Licensed Professional Engineer and submitted for review, comment, and acceptance by the City prior to fabrication, the City will reject your bid.

Thank you for your interest,

Robert Van Vlack
City Purchasing Agent
City of Newburgh
City Comptroller's Office
83 Broadway, 4th Fl
Newburgh, NY 12550
P – 845-569-7395
F – 845-569-7490
RVanVlack@cityofnewburgh-ny.gov

From: Bob Putera, Custom Docks <custom_docks@yahoo.com>
Sent: Friday, November 15, 2024 10:41 AM
To: VanVlack, Robert <RVanVlack@cityofnewburgh-ny.gov>
Subject: Re: City of Newburgh Dock Bid

Hello,
Unfortunately we are unable to find a New York State licensed engineer to sign and seal the drawing.
Thank You,
Custom Docks

On Thursday, November 14, 2024 at 10:55:21 AM EST, VanVlack, Robert <rvanvlack@cityofnewburgh-ny.gov> wrote:

Robert,

The committee reviewing bids for Solicitation #5.24 Boat Launch Dock has the following question:

Do you agree to have shop drawings prepared, signed, and sealed by a New York State Licensed Professional Engineer and submitted for review, comment, and acceptance by the City prior to fabrication?

The entire cost of these shop drawings shall be included in the amount of the bidder's lump sum bid for the project.

Please respond by Monday, 11/18/2024.

Robert Van Vlack

City Purchasing Agent

City of Newburgh

City Comptroller's Office

83 Broadway, 4th Fl

Newburgh, NY 12550

P – 845-569-7395

F – 845-569-7490

RVanVlack@cityofnewburgh-ny.gov

VanVlack, Robert

From: dockhandservices@gmail.com
Sent: Monday, November 18, 2024 4:21 AM
To: VanVlack, Robert
Cc: Morris, Jason; Nordt, Matthew; Garrison, George
Subject: Re: City of Newburgh Dock Bid

I hope this email finds you well,

Yes we agree to have shop drawings prepared, signed, and sealed by a New York Licensed professional Engineer and submitted for review,
comment, and acceptance by the City prior to fabrication. And yes the cost is included in the lump sum bid. Thank You!

> On Nov 15, 2024, at 12:23 PM, VanVlack, Robert <RVanVlack@cityofnewburgh-ny.gov> wrote:
>
> Mark/Michael,
>
> The committee reviewing bids for Solicitation #5.24 Boat Launch Dock has the following question:
>
> Do you agree to have shop drawings prepared, signed, and sealed by a New York State Licensed Professional Engineer and submitted for review, comment, and acceptance by the City prior to fabrication?
>
> The entire cost of these shop drawings shall be included in the amount of the bidder's lump sum bid for the project.
>
> Please respond by Monday, 11/18/2024.
>
> Thank you,
>
> Robert Van Vlack
> City Purchasing Agent
> City of Newburgh
> City Comptroller's Office
> 83 Broadway, 4th Fl
> Newburgh, NY 12550
> P – 845-569-7395
> F – 845-569-7490
> RVanVlack@cityofnewburgh-ny.gov

RESOLUTION NO.: _____ - 2024

OF

DECEMBER 9, 2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH SUPPORTING CONTINUED AND INCREASED STATE AID FOR LOCAL GOVERNMENTS

WHEREAS, until 2024, cities, villages and towns had not received an increase in unrestricted state aid (AIM funding) in 15 years, significantly impacting their ability to provide essential services to their residents; and

WHEREAS, after a prolonged period without financial support, local governments finally received an increase of $50 million in unrestricted state aid; and

WHEREAS, local officials express their gratitude for the $50 million increase in unrestricted state aid, recognizing it as a positive step towards addressing long-standing funding challenges; and

WHEREAS, the State has referred to this new aid as Temporary Municipal Assistance, suggesting that such increase may not continue, jeopardizing the sustainability of crucial municipal programs and services; and

WHEREAS, the property tax cap further limits the ability of local governments to properly fund the programs and services their residents need; and

WHEREAS, increased and ongoing state aid for local governments is vital for maintaining infrastructure, public safety, housing and other municipal services; and

WHEREAS, the challenges of inflation, the increasing costs of labor and supplies, and the end of extraordinary federal aid only accentuate the need for consistent and predictable funding to effectively plan for the future and meet the growing needs of their residents;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh calls upon the Governor and the State Legislature to commit to continuing the additional $50 million in unrestricted state aid in the 2025-26 State Budget and beyond; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh urges state officials to recognize the need for a long-term plan that ensures consistent and predictable increases in financial support for local governments that keep pace with inflation; and

BE IT FURTHER RESOLVED, that the City Clerk transmit copies of this resolution to Governor Kathy Hochul, Senate Majority Leader Andrea Stewart-Cousins, Assembly Speaker Carl Heastie, Senator Robert Rolison, Assembly Member Jonathan Jacobson and the New York State Conference of Mayors (NYCOM).

Sample Resolution in Support of Continued and Increased State Aid for Local Governments

Whereas, until 2024, cities, villages and towns had not received an increase in unrestricted state aid (AIM funding) in 15 years, significantly impacting their ability to provide essential services to their residents; and

Whereas, after a prolonged period without financial support, local governments finally received an increase of $50 million in unrestricted state aid; and

Whereas, local officials express their gratitude for the $50 million increase in unrestricted state aid, recognizing it as a positive step towards addressing long-standing funding challenges; and

Whereas, the State has referred to this new aid as Temporary Municipal Assistance, suggesting that such increase may not continue, jeopardizing the sustainability of crucial municipal programs and services; and

Whereas, the property tax cap further limits the ability of local governments to properly fund the programs and services their residents need; and

Whereas, increased and ongoing state aid for local governments is vital for maintaining infrastructure, public safety, housing and other municipal services; and

Whereas, the challenges of inflation, the increasing costs of labor and supplies, and the end of extraordinary federal aid only accentuate the need for consistent and predictable funding to effectively plan for the future and meet the growing needs of their residents;

Now, therefore, be it resolved, that [Your Municipality] calls upon the Governor and the State Legislature to commit to continuing the additional $50 million in unrestricted state aid in the 2025-26 State Budget and beyond, and

Be it further resolved, that [Your Municipality] urges state officials to recognize the need for a long-term plan that ensures consistent and predictable increases in financial support for local governments that keep pace with inflation.

A copy of this resolution shall be sent to Governor Kathy Hochul, Senate Majority Leader Andrea Stewart-Cousins, Assembly Speaker Carl Heastie, Senator _____, Assemblymember _____ and the New York State Conference of Mayors (NYCOM).

RESOLUTION NO.: _____ - 2024

OF

DECEMBER 9, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ODYSSEY ASSOCIATES LLC TO PROVIDE PROFESSIONAL MEETING FACILITATION AND RELATED SERVICES IN CONNECTION WITH THE CITY OF NEWBURGH ARTS AND CULTURAL COMMISSION'S VISIONING AND STRATEGIC PLANNING WORKSHOPS

WHEREAS, the City of Newburgh Arts and Cultural Commission's mission is to develop and promote arts and culture in the City as an integral part of City life; to encourage tourism; to foster a creative environment which reflects the rich diversity of our City; and to increase and enhance the role played by the arts in education in all its forms; and

WHEREAS, the Arts and Cultural Commission is undertaking visioning and strategic planning workshops to determine goals and actions to most appropriately continue its arts and cultural work; and

WHEREAS, Odyssey Associates LLC proposed to provide professional meeting facilitation services to the City of Newburgh to facilitate and support the Arts and Cultural Commission visioning and strategic planning workshops; and

WHEREAS, the cost for these services will not exceed $11,000.00 and will be derived from budget line A.8043.0455; and

WHEREAS, this Council has determined that entering into this agreement is in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into the agreement with Odyssey Associates LLC at cost not to exceed $11,000.00 to provide professional and technical consulting services to facilitate visioning and strategic planning workshops for the Arts and Cultural Commission.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this ____ day of December, 2024, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the **"CITY,"** with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and Odyssey Associates LLC, a limited liability company with principal offices at 66 Homewood Avenue, P.O. Box 906, North Haven, CT 06473 hereinafter referred to as **"VENDOR."**

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head"). In the event of a conflict between the body of this Agreement and Schedule A, the provisions in the body of this Agreement shall govern.

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall remain the property of VENDOR, except that CITY shall have VENDOR's permission to make full use for the completion and implementation of the Project for which the material was prepared without compensation in addition to the amounts set forth in Article 3 and Schedule B of this Agreement. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same for any purpose outside the scope of the Project and its implementation.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning December __, 2024, and ending December 31, 2025.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR shall submit to the CITY an itemized invoice for SERVICES rendered, as set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within 30 days after the CITY receives Claimant's Certification form. If the Claimant's Certification form is objectionable, the CITY will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of **$11,000.00** has been established for the scope of SERVICES rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization

of the City Manager of the CITY, evidenced only by an Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than six (6) months after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

Notwithstanding the provisions of this Article 9, Make Ideas Work is approved as a subcontractor.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance as may be required by law. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Where applicable, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

When applicable, VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with the following requirements:

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 18. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form,

judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. DISPUTE RESOLUTION

All disputes shall be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 24. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum to this Agreement, which Addendum shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation

and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH	ODYSSEY ASSOCIATES LLC
BY: _____	BY: _____
TODD VENNING	JOSHUA BORENSTEIN
CITY MANAGER	MANAGING MEMBER
Per Resolution No.: ____ of 2024	
DATE: _____	DATE: _____

APPROVED AS TO FORM:

_____
Michelle Kelson
Corporation Counsel

_____
Janice Gaston
City Comptroller

SCHEDULE A

SCOPE OF SERVICES

Scope of Services includes but is not limited to the following and attached Vendor Proposal:

A. Work Session Preparation

- The facilitator will support the work session organizers through methodological advice to achieve the desired results including:
- Become familiar with the topics of the work session by studying workshop-related background materials as well as presentations.
- Become familiar with the specific projects and initiatives by studying background material provided and provide feedback on them to work session participants and organizers.
- Provide timely feedback on the draft presentations

B. Leadership and Learning Development

- Through the expertise of the facilitator, participants will spend time learning and better understanding the foundational principles in the municipal setting of arts and cultural development, leadership goals for this work and strategic planning.

C. Data Mining

- The facilitator will create space and time for each participant to discuss the group's purpose and existence.
- Review each commissioner's current charge or responsibilities, and activities around art and culture.
- Closely examine each committee's organizational and operational structure, including the capacity to absorb additional, long-term and strategic development work.

D. Work Session Implementation

- Facilitate the work session of up to 25 participants and consisting mostly of presentations, supplemented by group discussions. In the course of doing so, the facilitator will ensure group dynamics, succinct summaries, focused learning and excellent time management.
- As part of the work session(s) implementation, they will encourage critical discussion aimed at enabling participants to seek out ways in which the ideas presented by the presenters can be adapted by the NACC.
    - Using appropriate techniques to present and document all results;
    - Engage in daily preparation and feedback discussions with the organizers.

E. Aggregating the Data, Clear Outcomes, Determining a Structure and Next Steps

- Through the expertise of the facilitator, extract clear commonalities, themes or statements about the commission's vision and goals.
- Through the expertise of the facilitator, extract clear statements about what the organizational and operational structure responsible for implementing future cultural work should look like,
  landing on a group consensus of where the City's cultural work naturally fits and where it would be most effectively housed in order to move forward.
- Develop three to five next steps that all participants agree to, that outline how and when the proposed strategic plan for the City's art and cultural work will be proposed to the City.
- Next steps should include any formal activities that need to occur (i.e. bringing the recommendation before the City Council for formal voting action), and a timeline of those activities. Recommendations should also include a target launch date by which the City's formal cultural development plan is finalized and ready to engage activity.

F. Work Session(s) follow up

- Prepare a summary report on the workshop including all results (highlighting key-results), the work session flow and dynamics, the complete work session(s) contents, lessons learned and recommendations for initiating a future creative and cultural development plan. It is intended that this document should form reference material for future adaptation of the ideas and approaches covered in the work session(s).

G. Deliverables

- Work session presentation materials
- Work session summary report.

Timetable and Vendor Proposal:

Newburgh Arts and Cultural Commission
Revised Project Timeline
Date: November 20, 2024

Task	W/E 10-Jan	W/E 17-Jan	W/E 24-Jan	W/E 31-Jan	W/E 7-Feb	W/E 14-Feb	W/E 21-Feb	W/E 28-Feb	W/E 6-Mar	W/E 13-Mar	W/E 20-Mar	W/E 27-Mar	W/E 3-Apr	W/E 10-Apr	W/E 17-Apr
1.1 Work Session Planning Meeting #1	D														
1.2 Background Review															
1.3 Commissioner Interviews															
1.4 Work Session Planning Meeting #2					D										
1.5 Work Session Planning Meeting #3							D								
1.6 Work Session Planning															
1.7 Work Session Planning Meeting #4											D				
1.8 Work Session(s) Facilitation													D		
1.9 Work Session Report and Debrief															D

Project Task
D Project Deliverable

ODYSSEY ASSOCIATES

RFP #21.24

Facilitation Services for Visioning and Strategic Planning

PROPOSAL CONTACT:
Joshua Borenstein

PO Box 906, North Haven, Connecticut 06473
(475) 201-5848
jborenstein@odysseyassociates.llc
www.odysseyassociates.llc

ODYSSEY
ASSOCIATES

Introduction

One of the lessons from the COVID-19 pandemic was that arts and culture are a necessity. Once absent due to closures, people realized arts and culture's centrality to personal and community well-being. Governments at all levels, especially municipalities, understand that arts and culture are a critical component of the social fabric. Arts and culture mark history, celebrate cultural backgrounds, create a spirit of inclusiveness and belonging, and, most importantly, make cities fun.

In many small cities, volunteer cultural affairs commissions are crucial to the nurturing of a robust arts and culture sector. Effective cultural affairs commissions are collaborative and agile bodies that shape policy to support artists as well as stimulate and promote the local creative economy. Additionally, a board of commissioners can provide a diversity of viewpoints and life experiences so that cultural policy is relevant to and representative of the community. As Jessica Cusik, the long-time and respected cultural affairs administrator of Santa Monica once said, "The work of culture requires many hands. Municipal policy is a framework for cultural activity. It needs to be flexible enough to evolve as communities change…[and] to allow for diverse implementation. Culture is not static."

Along these lines, the Newburgh Arts & Cultural Commission ("Arts & Cultural Commission") is a volunteer-driven extension of the City of Newburgh ("City") with a mission to foster a thriving and vibrant cultural life through the arts. The Arts & Cultural Commission advises the City and its agencies on arts and culture matters, and with its trim of budget of $46,510,[1] its responsibilities include:

- Developing strategies and recommending priorities to the City.
- Connecting the City to the arts and cultural community.
- Commissioning and sponsoring public arts projects and cultural events.
- Encouraging cultural tourism and promoting the economic impact of the arts.
- Advancing arts education, accessibility, and participation for all persons. [2]

The Arts & Cultural Commission has decided to engage in one or more work sessions to chart its future direction. The City's RFP states that the goals of these sessions are to create an understanding of current realities, to provide an opportunity for visioning, to prioritize goals, and to begin to shape strategic actions.

Odyssey Associates, with its partner and subcontractor Make Ideas Work, is pleased to submit this proposal in response. Joshua Borenstein and Melissa Shillingford are both seasoned facilitators. With Josh's experience in the arts and culture sector and Melissa's local expertise (she is based in New Windsor and a resident within the Newburgh Enlarged City School District), our combined experience will be invaluable to the Arts & Cultural Commission for its work sessions. Thank you for the opportunity.

[1] https://city-newburgh-ny-budget-book.cleargov.com/14356/departments/boards-commissions
[2] Adapted from https://newburghart.org/our-mission.

Experience, Qualifications, and References

About Odyssey Associates

Founded in 2019, the mission of Odyssey is to support arts and culture leaders in navigating the challenges that come with external change. Odyssey advises executives, trustees, and public officials on arts and culture projects related to strategy, fundraising, and interim management. Odyssey has worked with dozens of non-profit organizations and public entities throughout the country, including facilitating meetings for the following arts and culture clients:

- City of New Haven, Connecticut
- Community Foundation for Greater New Haven
- Connecticut Arts Alliance, Deep River, Connecticut
- Connecticut Landmarks, Hartford, Connecticut
- Educational Center for the Arts, New Haven, Connecticut
- Gaston County Museum of Art and History, Dallas, North Carolina
- Goodspeed Musicals, East Haddam, Connecticut
- Hartbeat Ensemble, Hartford, Connecticut
- International Festival of Arts and Ideas, New Haven, Connecticut
- Nonprofit New York, New York, New York
- Pittsburgh Public Theater, Pittsburgh, Pennsylvania
- State of Connecticut General Assembly
- The Town of Addison, Texas
- Theater Masters, Aspen, Colorado
- White Heron Theatre Company, Nantucket, Massachusetts

About Make Ideas Work

Make Ideas Work (MIW) partners with organizations dedicated to social change through equity-centered programs and project management training, coaching, and consulting services.

Its approach emphasizes team and process improvement, providing practical tools, tips, and templates to streamline work and foster collaboration equitably and efficiently.

MIW's unique combination of expertise and resources allows it to excel in facilitating virtual and in-person meetings and retreats for small and large groups. It designs and leads effective listening and feedback sessions, delivering thorough summaries of recommendations. Ultimately, MIW aims to deepen existing skills and strengthen the impact of equity-based work for its clients such as the following:

- CUNY Institute for State & Local Governance
- Drive Change, NYC
- Human Rights Watch
- JustLeadershipUSA
- Leadership Fellows of New York
- New York Small Development Center
- Support Center for Nonprofit
- Venture for America

Project Team

Joshua Borenstein, Principal, Odyssey Associates



Josh (he/him) is an arts consultant, executive, and teacher with over 25 years of experience. To date, he has advised on nearly 100 consulting engagements. Josh is also on the faculty of the David Geffen School of Drama at Yale University where he teaches classes on strategy, theatre organizations, and financial management to arts administration graduate students.

Prior to founding Odyssey Associates in 2019, Josh served at the Tony Award-winning Long Wharf Theatre for 13 years, including 8 as its Managing Director. Josh was also a project manager at AMS Planning & Research, a consulting practice devoted exclusively to arts and culture clients. At AMS, he led or supported dozens of consulting projects, and strategic planning clients included the City of New Haven Cultural Affairs Commission, Americans for the Arts, the Connecticut Commission on Culture and Tourism, and the Greater Columbus Arts Council.

Josh has served as a grant panelist for many funders including the National Endowment for the Arts. He has been interviewed by numerous podcasts and media outlets including the Associated Press, *American Theatre* magazine, and Connecticut Public Broadcasting. Josh is a graduate of Wesleyan University and the David Geffen School of Drama.

Melissa Shillingford, Founder and Principal, Make Ideas Work



Melissa (she/her) is the visionary founder of Make Ideas Work, a boutique consulting company based in New Windsor that is dedicated to empowering organizations committed to positive social change through human-centered management training and capacity-building services.

With over a decade designing, managing, and facilitating cohort-based programs, Melissa has an acute ability to inspire and elevate teams. Her passion lies in supporting organizations with ambitious goals and helping staff reach them by working smarter, not harder.

As a certified Wiley DiSC Authorized Partner, Melissa deeply understands team dynamics and communication strategies. Her academic background includes a Project Management Certificate from CUNY Baruch, a joint Masters in Human and Community Development and Urban Planning for Social Justice from the University of Illinois at Urbana-Champaign, and studies in Deviant Behavior and Social Control at CUNY John Jay College, where she also earned a certificate in Dispute Resolution.

Comparable Projects and References

Town of Addison, Texas

The Addison Theatre Centre ("the Theatre Centre") is a striking venue that embraces the history of the Town of Addison, with *Architecture Magazine* describing the facility as a "combination factory and Renaissance playhouse." While owned and managed by the Town, programming for the Theatre Centre was provided mainly by the WaterTower Theatre Company, a small producing organization. However, there had been growing challenges with the partnership. WaterTower's audience was fairly homogenous, so the Theatre Centre was not serving audiences that were representative of the community. Additionally, WaterTower had both cut its programming back and used the main stage theatre to build the sets for upcoming productions, so that performance space was closed to the public more than it was open. The Town of Addison retained Odyssey Associates to conduct an operational assessment of the Theatre Centre and develop a business plan.

Odyssey conducted a thorough analysis of background documents and finances of the operation, led interviews with key stakeholders including all members of Addison's City Council, developed programmatic and competitive analyses, identified possible institutional donors, and benchmarked the operations to comparable facilities. Then, Odyssey lead a planning workshop with Town officials and developed a business plan from the outcomes of that session. The firm is currently working with the Town to implement that business plan to double the number of events over the next three years, with a focus on presenting diverse and inclusive content.

Project References

Passion Hayes, Deputy City Manager, Town of Addison, Texas. Phone: (972) 450-2819. Email: phayes@addisontx.gov.

Abby Morales, Special Events and Theatre Director, Town of Addison, Texas. Phone: (972) 450-6221. Email: amorales@addisontx.gov.

City of New Haven, Connecticut

Although in the shadow of New York, the City of New Haven has a wide array of cultural organizations, earning the nickname "The Cultural Capital of Connecticut." That said, there was general acknowledgement within the community that the City had a shortage of performance spaces. In February 2020, a consortium of New Haven arts organizations, including the City of New Haven Department of Cultural Affairs, the Arts Council of Greater New Haven, the Shubert Theatre, and the New Haven Symphony Orchestra retained Odyssey Associates to study the operational feasibility of a new 1,600 seat performance venue in New Haven.

In that project, Odyssey led planning workshops with the steering committee, facilitated potential user focus groups, and analyzed "best practice" models. Odyssey determined that the community could not operationally sustain a 1,600-seat venue. Instead, an urban arts complex with smaller theatres, a recording studio, and other amenities would be a much better fit New Haven.

Project Reference

Adriane Jefferson, Director of Cultural Affairs, City of New Haven. Phone: (203) 946 – 8378. Email: ajefferson@newhavenct.org

State of Connecticut General Assembly

In October 2021, the Connecticut General Assembly's Arts, Culture, and Tourism Caucus retained Odyssey Associates to plan and facilitate a statewide summit meeting focused on the needs of those sectors. The project required developing a comprehensive process allowing for maximum stakeholder engagement. Odyssey developed a format to solicit qualitative input from over 100 stakeholders, synthesized all of the information, used quadrant analyses to determine the areas of greatest focus for the caucus, and then made policy recommendations based on this work. This particular project also required implementing tasks on a very tight timetable.

The summit, which was the first major convening of all three sectors since the COVID-19 pandemic, was a success. The report from that convening became the touchstone for an advocacy roadmap to coordinate the arts, culture, and tourism sectors statewide. To that end, the Connecticut Arts Alliance, Connecticut Humanities, and the Connecticut Tourism Coalition retained Odyssey Associates to guide the strategic planning process for that document.

Project Reference

Representative John-Michael Parker, Assistant Majority Leader, Connecticut General Assembly. Phone: (860) 240-8543. Email: johmichael.parker@cga.ct.gov

Technical Approach and Workplan

1.1 Work Session Planning Meeting #1

First, the Project Team will lead a virtual kickoff meeting with the City's work session organizers. In addition to any topics which the City would like to cover, the agenda for this meeting may include:

- Review of this scope of work.
- Finalization of the project timeline.
- Materials to include in the background review
- Initial thoughts on informational presentations for the work session(s).
- Project management and communication.

1.2 Background Review

After the kickoff meeting, the Project Team will review all relevant background materials. While this list of documents will be determined during the kickoff meeting, it may include:

- Commission meeting minutes from the last two years.
- The current comprehensive plan for the City of Newburgh, if available.
- Any relevant studies or plans that refer to arts and culture, such as economic impact or tourism.
- Revenue and expenses actuals related to arts and culture over the last three years, along with the budget for the current fiscal year and any projections or pro formas for future fiscal years.
- Any existing equity, diversity, and inclusion plans for the Arts & Cultural Commission.
- Review the assignment of commissioner charges and responsibilities.
- Examine each committee's organizational and operational structure, partially to determine each committee's capacity to absorb additional, long-term work.
- Documentation on specific arts & cultural projects

The Project Team may reach out to the work session organizers to answer questions or provide additional information.

1.3 Commissioner Interviews

Concurrent with the background review, the Project Team will also conduct brief 30-minute interviews with each commissioner. Interviews may also include other public officials or City staff members as appropriate (up to a maximum of 25 total interviews). These conversations will take place either on the phone or via video conference at the discretion of the interviewee. The Project Team will develop an interview protocol for the work session organizers' review and approval. While the protocol will be impacted by the organizers' feedback, questions may include:

- How would they describe the Arts & Cultural Commission's purpose and reason for existence?
- What does the Arts & Cultural Commission do really well? What are its most urgent challenges?

- In what ways does the Arts & Cultural Commission advance equity, inclusion, and belonging in Newburgh? What could it do better?
- With which City departments should you be closely collaborating? Which ones could help inform the discussion at these upcoming work sessions?
- What information would you like so you can make decisions about the future direction of the Arts & Cultural Commission?
- What expectations do you have for the work sessions? What do you hope the outcome will be?

1.4 Work Session Planning Meeting #2

Once both the interviews and background review have been completed, the Project Team and the work session organizers will have a virtual meeting to plan the work sessions. The work session organizers and the Project Team will develop this agenda together, but topics may include:

- The Project Team's observations and recommendations from the background review and interviews, discussing their impact on the goals for facilitation.
- The agenda for the work session(s), including:
    - The overall intended outcomes in terms of visioning, current realities, goal setting, and strategic action planning.
    - The information which participants will require to inform conversation and build consensus in these discussion areas.
    - Number, types, and length of presentations from City departments and other stakeholders that are needed.
- Number of work sessions that can best support the Commission's objectives, including whether to have one long session or to have 2 – 3 shorter sessions.
- Dates and times for work sessions.

1.5 Work Session Planning Meeting #3

The Project Team will then develop the agenda and format of work session(s) based on the prior meeting. It will then lead another meeting with the work session organizers to cover topics such as:

- Review a draft outline of the work sessions.
- Application of facilitation techniques, such as breakout groups, written exercises, and prioritization exercises.
- Division of next steps, including:
    - Polling or setting the work session dates and times with the commissioners and other participants.
    - Outreach to City departments and other stakeholders to discuss presentations and information sharing.
    - Development of the facilitation guides and meeting materials.
    - Room reservations.
    - Arrange catering, if applicable.

1.6 Work Session Planning

After the second planning meeting, the Project Team and the work session organizers will implement the work session(s) logistics. The Project Team and the work session organizers will mutually determine the preferred methods of communication during task 1.1, but this could involve regular email communication, the use of project management software like Asana, and/or regularly scheduled check-in calls.

During this time, the Project Team will lead the efforts to:

- Refine the facilitation guides, including sharing additional drafts with the working sessions organizers for their review and comment.
- Assemble advance materials (if needed) and agendas for each work session.
- Provide guidance to the presenters for the work session, including offering feedback on presentations.
- As necessary, the Project Team will prepare its own presentation(s) to help facilitate the meeting.

1.7 Work Session Planning Meeting #3

Approximately 2 weeks before the first (or only) work session, the Project Team and the work session organizations will have a final meeting to ensure that all logistics are in place. The agenda for this meeting may include:

- Final review and approval of agendas, facilitation guides, and advance materials.
- Final review and approval of work session presentations.
- Confirmation of all work session logistics.

After this meeting, the Project Team will circulate the agenda and any advance materials to the participants of the first work session. If there are subsequent work sessions, the Project Team will be responsible for circulating those agendas and related materials approximately 1 week in advance.

1.8 Work Session(s) Facilitation

Then, the Project Team will facilitate the work session. For the sake of providing a window into our process and style, we offer a *sample* format based on the information in the RFP, independent research, and our expertise. The actual format will be developed in partnership with the work session organizers. For clarity, we present this hypothetical work session as a one-day, retreat style convening. As noted earlier, it may be better for the commissioners to attend a small number of shorter sessions than one long one.

An outline for a full day work session could look like the following:

The Purpose of Municipal Arts Commissions and Departments – The Project Team would make a short presentation on the role of arts commissions in towns and cities and offer examples of the different ways in which arts commissions impact their communities.

City Presentations and Discussions – City departments might then make their presentation, and then the Project Team will facilitate dialogue after each one. Areas of inquiry which we might explore include:

- What current realities most resonated with you from this presentation? Why?
- Is the work of the Arts & Cultural Commission currently supporting this department, opportunity, or challenge? How so? If not, how could it do so?
- What ideas and recommendations were made in this presentation that really resonated with you? Why?
- What resources would the Arts & Cultural Commission require to respond to this department, opportunity, or challenge?
- How would the Arts & Cultural Commission's involvement positively impact Newburgh?

We would take notes on easel pads in real time.

Visioning – After all of the presentations are finished (and a break or lunch, depending on the timing), we would then lead a visioning exercise. Because of the anticipated attendance of 25 people, we would likely have breakout groups of 4 – 5 people per group. Each group would then be asked to discuss these questions among themselves:

- Based on the presentations and your own experience with Newburgh, what are the greatest strengths and opportunities for the City?
- What are the City's most important challenges?
- Where are the areas where arts and culture can make the greatest difference to Newburgh?
- What does a thriving arts and culture sector look like in Newburgh ten years from now? How is Newburgh an even better place because of it?

After the breakout groups have their discussions, we would reconvene the whole group. A reporter from each breakout group would then share the highlights from their conversations, and we would record those highlights on easel pads. Once the reporting is finished, we might then guide the large group, perhaps using some of the following questions:

- Do you see common themes from group to group? What are they?
- Is there a common vision for Newburgh among you? What is it?
- What are the ways in which the arts could further advance equity, inclusion, and belonging in Newburgh?
- What are the ways in which the arts were seen as supporting this vision of Newburgh?

As participants answer, we would continue to guide them with both questions and observations to identify the clear commonalities, themes, and sentiments. This work will then drive the group to a draft articulation of a vision of the Arts & Cultural Commission. We might then use this draft statement to ground the remaining work for the day.

Assessing Structure and Developing Next Steps – After the visioning discussion (and a break or lunch, depending on the timing), we would then talk about some of the more concrete items to make this vision a reality. Questions to stimulate discussion might include:

- To achieve this vision, how might the Arts & Cultural Commission's focus have to change? Will it need to evaluate its programs and activities?
- Earlier, you mentioned ideas and recommendations from the presentations that inspired you. Which of these suggestions align with the vision which we described?

- How does this vision empower the Arts & Cultural Commission to advance equity, inclusion, and belonging? Does this vision suggest any changes to the Arts & Cultural Commission's current approaches?
- Could the Arts & Cultural Commission and its committees support this current vision? Why or why not? What structural changes might be necessary? Should the Arts & Cultural Commission lie elsewhere in City government to be more effective?
- What are the next steps for the Arts & Cultural Commission so it can strive towards this vision?

Then, using a prioritization exercise, we will winnow down the three to five most important next steps which the group should focus on next. We will also ask if any formal activities will be necessary.

At the end of the day, we will have accomplished:

- A discussion of current realities.
- The development of a working vision statement to guide the agency.
- The setting of goals to move the Arts & Cultural Commission forward.
- The prioritization of the Arts & Cultural Commission's next steps to form the start of its strategic action planning.

1.9 Work Sessions Report and Debrief Meeting

After the work sessions, the Project Team will write a summary report. While the outcomes of the work sessions will impact the contents of the report, the summary will likely include:

- The results of the work sessions, highlighting the key results and observations concerning:
    - Current realities.
    - Visioning.
    - Goals.
    - Strategic action planning.
- An overview of the work session flow and dynamics.
- Observations and recommendations based on the work session discussions, including any recommendations for engaging the community in next steps.
- All of the work session presentations and other materials attached as appendices.

Once the draft report is complete, the Project Team will lead a virtual debrief meeting with the work session organizers to review the report, answer questions, and solicit feedback. The Project Team will then deliver a final document to the work session organizers.

Summary of Deliverables

- Up to four (4) virtual planning meetings with the work session organizers.
- Facilitations guides, agendas, and any other supporting materials for the work session(s).
- One (1) full-day *or* up to three (3) partial day work session facilitations.
- Work session(s) report and debrief meeting.

Project Management, Implementation, and Pricing

Project Management and Schedule

The Project Team will be responsible for the overall project management and keeping the planning on task. Josh Borenstein from Odyssey Associates will serve as the project manager, and the Project Team recommends that one person is designated from the work session organizing group to serve as the primary representative for the City.

Presuming a project start date of September 15, the Project Team can implement this scope of work on the timetable below. The completion of this project by the end of 2024 will require the timely scheduling of meetings; prompt approvals of agendas, facilitation guides, and work session materials; and the on-time completion of presentations by responsible parties.

Task	W/E 21-Sep	W/E 28-Sep	W/E 5-Oct	W/E 12-Oct	W/E 19-Oct	W/E 26-Oct	W/E 2-Nov	W/E 9-Nov	W/E 16-Nov	W/E 23-Nov	W/E 30-Nov	W/E 7-Dec	W/E 14-Dec	W/E 21-Dec
1.1 Work Session Planning Meeting #1	D													
1.2 Background Review														
1.3 Commissioner Interviews														
1.4 Work Session Planning Meeting #2				D										
1.5 Work Session Planning Meeting #3						D								
1.6 Work Session Planning														
1.7 Work Session Planning Meeting #4										D				
1.8 Work Session(s) Facilitation												D		
1.9 Work Session Report and Debrief														D

Project Task
D Project Deliverable

Project Pricing

The Project Team can execute this scope of work for a fixed fee of $11,000. The Project Team's distribution of the fee is outlined in the chart below. The hourly rate for each consultant is $150 per hour.

Fee Breakdown	Description	Amount
Odyssey Associates	Meeting facilitation and project management	$ 6,480
Make Ideas Work	Meeting facilitation	$ 4,320
Ground Transportation	Mileage and parking	$ 200
TOTAL		**$ 11,000**

Signature Page

I certify that I have the authority to legally bind Odyssey Associates LLC and Make Ideas Work regarding this proposal response to RFP# 21.24 – Facilitation Services for Visioning and Strategic Planning Services. This proposal, including all bid prices, contained herein shall remain firm and irrevocable for a period of ninety (90) days following the City of Newburgh's receipt of this proposal and the award of the contract.

_____

Joshua Borenstein

Principal and Managing Member

Odyssey Associates LLC

_____

Date

SCHEDULE B

FEES AND EXPENSES

The Vendor will be compensated at a total cost not to exceed $11,000.

ORDINANCE NO.:_____ - 2024

OF

DECEMBER 9, 2024

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

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

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

§163-1. Applicability.

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

Code Section	Type of Fee	Amount
Chapter 293, Water		
§293-38	Quarterly metered water rates per 1,000 gallons	
	First 1,000 gallons	Inside City: $~~8.85~~ 10.18 Outside City: $~~13.27~~ 15.26
	Additional usage	Flat rate of $8.85 10.18 ($~~13.27~~ 15.26 outside City) per 1,000 gallons

Minimum quarterly charge:

Meter Size (inches)	**Gallons Allowed**	**Inside City**	**Outside City**
+5/8	6,000	$~~53.10~~ 61.08	
+5/8	9,000		$~~119.43~~ 137.34
3/4	14,000	$~~123.90~~ 142.52	$~~185.78~~ 213.64

Underlining denotes additions
~~Strikethrough~~ denotes deletions

1	24,000	~~$212.40~~ 244.32	~~$318.48~~ 366.24
1 1/2	42,000	~~$371.70~~ 427.56	~~$557.34~~ 640.92
2	83,000	~~$734.55~~ 844.94	~~$1,101.41~~ 1,266.58
3	120,000	~~$1,062.00~~ 1,221.60	~~$1,592.40~~ 1,831.20
4	180,000	~~$1,593.00~~ 1,832.40	~~$2,388.60~~ 2,746.80
6	315,000	~~$2,787.75~~ 3,206.70	~~$4,180.05~~ 4,806.90
8	675,000	~~$5,973.75~~ 6,871.50	~~$8,957.25~~ 10,300.50

A surcharge may be added to the above charges for water services in the amount of 14%. This extra charge is made for the purpose of financing the cost of obtaining water from the New York City Aqueduct. Such surcharge shall be effective on October 1, 1981, and shall continue to be made in every quarterly billing period in which any water is taken from the Aqueduct tap.

SECTION 2. Severability.

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

SECTION 3. Codification.

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

SECTION 4. Validity

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

SECTION 5. This Ordinance shall take effect on January 1, 2025.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

WATER RATES BY METER SIZE EFFECTIVE 01/01/2025

METER SIZE	GALLONS (Included Minimum Usage per billing quarter)	Minimum Quarterly Charge INSIDE CITY 2024	Minimum Quarterly Charge Proposed 2025 15% Inside City	Minimum Quarterly Charge OUTSIDE CITY 2024	Minimum Quarterly Charge Proposed 2025 15% Increase Outside
5/8”	6,000	$53.10	61.08		
5/8”	9,000 (usage outside city)			$119.43	137.34
3/4”	14,000	123.90	142.52	$185.78	213.64
1”	24,000	212.40	244.32	$318.48	366.24
1 ½”	42,000	371.70	427.56	$557.34	640.92
2”	83,000	734.55	844.94	$1,101.41	1,266.58
3”	120,000	1,062.00	1,221.60	$1,592.40	1,831.20
4”	180,000	1,593.00	1,832.40	$2,388.60	2,746.80
6”	315,000	2,787.75	3,206.70	$4,180.05	4,806.90
8”	675,000	5,973.75	6,871.50	$8,957.25	10,300.50

Sewer Usage is 108% of Water Amount

Water Facility Fee is $7.61 per unit. (1,000 gallons)

1.000 = $ 7.61
1.750 = $13.32
2.500 = $19.03
3.250 = $24.73

Sewer Facility Fee is $7.23 per unit (1,000 gallons)

1.000 = $ 7.23
1.750 = $12.65
2.500 = $18.08
3.250 = $23.50

Over the minimum usage = $ 8.85 Water Inside City Limits $10.18 Water Inside City (per 1,000 gallons)
= $13.27 Water Outside City Limits $15.26 Water Outside (per 1,000 gallons)

Sewer Inside City Rate 108% of $8.85 = $9.56 – 108% of $10.18 = $10.99 (per 1,000 gallons)

TOWN BILLS
$13.27 = WATER OUTSIDE CITY LIMITS PER UNIT $15.26 (per 1000 gallons)
$14.33 = SEWER OUTSIDE CITY LIMITS PER UNIT $16.48 (per 1,000 gallons)

CITY OF NEWBURGH

83 BROADWAY
NEWBURGH, NY 12550
WWW.CITYOFNEWBURGH-NY.GOV

OFFICE HOURS: 8:30 A.M. - 4:00 P.M. MONDAY - FRIDAY
EXCEPT HOLIDAYS

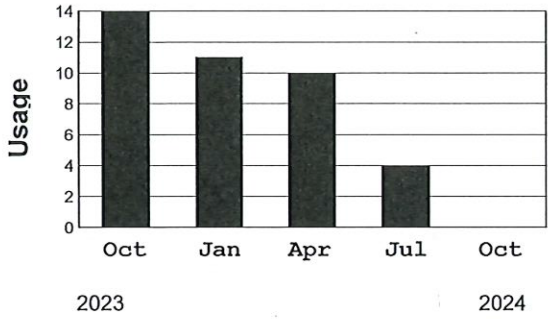
Collector's Office - (845) 569-7330
Water Department - (845) 565-3356

ACCOUNT NUMBER	CUSTOMER NAME	BILLING DATE	DUE DATE
[redacted]	[redacted]	10/01/24	11/04/24
PARCEL #	**SERVICE LOCATION**	**FROM SERVICE TO**	**AMOUNT DUE**
[redacted]	[redacted]	07/01/24 - 09/30/24	142.54 ~~125.97~~

METER NUMBER	METER SIZE	PREVIOUS READING	DATE READ	CURRENT READING	DATE READ	CURRENT USAGE IN 1000 GALLON UNITS
[redacted]	5/8"	52	06/28	52	09/25	0

DESCRIPTION	AMOUNT
PREVIOUS BALANCE	125.97
PAYMENT RECEIVED 07/23/24	125.97
WATER	61.08 ~~53.10~~
SEWER	65.94 ~~57.35~~
SEWER FACILITY	8.65
WATER FACILITY	6.87

CONSUMPTION HISTORY



CITY OF NEWBURGH WATER DEPARTMENT
Quality On Tap
Our Commitment To Our Profession

TOTAL DUE 142.54 ~~125.97~~

If payment is not received by **11/04/24**, the balance on your account will be ~~138.57~~, which includes a 10% penalty.

Happy Fall! We will be conducting our Fall Flushing Program starting on Tuesday, October 15, 2024. Winter is coming so remember to keep the hydrants in front of your home clear of snow. Thank you.

PLEASE DETACH AND RETURN STUB WITH YOUR PAYMENT. THIS STUB ENSURES THAT YOUR PAYMENT IS PROCESSED ACCURATELY.

CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550

[redacted] 000125971

[redacted]
NEWBURGH, NY 12550

ACCOUNT NUMBER	DUE DATE
[redacted]	11/04/24
BILLING DATE	**AMOUNT DUE**
10/01/24	142.54 ~~125.97~~
AMOUNT DUE AFTER PENALTY	**AMOUNT ENCLOSED**
~~138.57~~	$

[redacted]

Please Make Check Payable To

CITY OF NEWBURGH WATER AND SEWER
LB#1787
PO BOX 95000
PHILADELPHIA, PA 19195-0001