



CITY OF NEWBURGH  
COUNCIL MEETING AGENDA  
*SESION GENERAL DEL CONSEJAL*

April 27, 2014  
7:00 p.m.

Mayor: /Alcaldesa

1. Prayer/ *Oración*
2. Pledge of Allegiance/ *Juramento a la Alianza*

City Clerk: / Secretaria de la ciudad:

3. Roll Call/ *Lista de asistencia*

Communications: / Comunicaciones:

4.
  - a. Approval of the minutes of the meeting of March 23, 2015  
*Aprobación del acta de la reunión del 23 March de 2015*
  - b. Comptroller's Financial Report
  - c. City Manager Update  
*Gerente de la Ciudad pone al día la audiencia de los planes de cada departamento.*
  - d. Public Hearing on\_a Local Law amending City Charter Section C5.05 entitled  
"Duties of City Manager" of the Code of the City of Newburgh.

Comments from the public regarding the agenda:

*Comentarios del público con respecto a la agenda:*

Comments from the Council regarding the agenda:

*Comentarios del Consejo con respecto a la agenda:*

City Manager's Report: / Informe del Gerente de la Ciudad:

1. Resolution No.88-2015  
A resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T)

for limited asbestos survey for the chimney of the property located at 282 Fullerton Avenue, Section 7, Block 12, Lot 9, at a cost of \$1,266.00.

*Una resolución autorizando al Gerente de la Ciudad a aceptar una proposición y ejecutar un acuerdo con QUES&T para un estudio limitado de asbestos de la chimenea en la propiedad localizada en el 282 de la avenida Fullerton, Sección 7, Bloque 12, Lote 9, al costo de \$1,266.00.*

2. Resolution No. 89-2015

A resolution authorizing the City Manager to accept a proposal and execute an agreement with the Chazen Companies, Inc. for an exposure monitoring study related to the on-going environmental testing at the Department of Public Works building at a cost of \$4,900.00.

*Una resolución autorizando al Gerente de la Ciudad a aceptar una proposición y llevar a cabo un acuerdo con las compañías Chazen, Inc. para un estudio observando la exposición relacionada con los exámenes ambientales que se están conduciendo al presente del edificio del departamento de Obras Públicas por el costo de \$4,900.*

3. Resolution No. 90-2015

A resolution authorizing the City Manager to execute an amendment to the Street Lighting Authority Order with CH Energy Group, Inc.

*Una resolución autorizando al Gerente de la Ciudad a llevar a cabo una enmienda a la Autoridad de Orden de Luz con el grupo de CH Energy, Inc.*

4. Resolution No. 91 – 2015

A resolution authorizing the City Manager to execute a fence renewal quotation submitted by National Construction Rentals to provide for chain link fence rental and associated materials currently in place at the Lake Street Bridge Project and several other deficient building sites throughout the City.

5. Resolution No. 92-2015

A resolution authorizing the City Manager to accept the donation of a 24 seat passenger bus from Visconti Limousine for use by the City of Newburgh Recreation Department.

*Una resolución autorizando al Gerente de la Ciudad a aceptar una donación de un autobús de 24 pasajeros de Visconti Limousine para el uso del Departamento e Recreación de la Ciudad de Newburgh.*

6. Resolution No. 93-2015

A resolution authorizing the City Manager to enter into an agreement with the County of Orange for the Summer Youth Employment and Training Program to provide young people to work for the City of Newburgh for the summer of 2015.

*Una resolución autorizando al gerente de la Ciudad a entrar en un arreglo con el Condado de Orange para el Programa de Entrenamiento y Empleo de Verano para la Juventud para proveer a los jóvenes una oportunidad de trabajo en la Ciudad de Newburgh en el verano del 2015.*

7. Resolution No. 94-2015

A resolution amending Resolution No: 296 - 2014, the 2015 budget for the City of Newburgh, New York to transfer \$1,000.00 from Legislative Body-Travel and Conference to Recreation-Other services.

*Una resolución enmendando resolución Nu.: 296-2014, el presupuesto de la Ciudad de Newburgh, New York a transferir \$1,000 del Cuerpo Legislativo - Viaje*

8. Resolution No. 95-2015

A resolution declaring old computer equipment as surplus and authorizing the disposal of the computer equipment pursuant to the surplus property disposition policy and procedures.

*Una resolución declarando todo equipo de computadora viejo sobrante y autorizando la eliminación del equipo de computadora consecuente con la póliza y procedimientos de disposición de propiedad sobrante.*

9. Resolution No. 96-2015

A Resolution authorizing the City Manager to execute a lease and lease addendum with Richo USA, Inc. for three Ricoh MPC3503 copiers for the Executive, Planning and Development, and Recreation offices at a cost of \$578.82 per month for a period of 60 months.

*Una resolución autorizando al Gerente de la Ciudad a llevar a cabo un alquiler y un suplemento al alquiler con Richo USA, Inc. para tres copiadoras Ricoh MPC3503 para la oficina Ejecutiva, de Plan y Desarrollo y Recreación al costo de \$578.82 por mes por un periodo de 60 meses.*

10. Resolution No. 97 -2015

A resolution of the City Council of the City of Newburgh calling on the Governor, the New York State Assembly and the New York State Senate to enact the "Abandoned Property Neighborhood Relief Act of 2015".

Una resolución del Concejal de la Ciudad de Newburgh, implorando al Gobernador, la Asamblea del Estado de Nueva York y el Senado del Estado de Nueva York a promulgar "El Acta de Alivio de Vecindad con Propiedad Abandonada del 2015.

11. Resolution No. 98-2015

A resolution of the City Council of the City of Newburgh declaring its intent to be lead agency under the State Environmental Quality Review Act (SEQRA) with respect to the Northeast Orange County Intermunicipal Water Supply Project, declaring the project to be an unlisted action, considering an Environmental Assessment Form (EAF) and referring same to involved and interested agencies.

Una resolución del Concejal de la Ciudad de Newburgh declarando su intención de ser una agencia de plomo bajo el Acta del Reviso de Calidad Ambiental del Estado (SEQRA) con respecto al Proyecto Intermunicipal del Suministro de agua en el Noreste del Condado de Orange declarando el proyecto como un acción sin nombramiento, considerando un Formulario de Evaluación Ambiental (EAF) refiriendo la misma a las agencias envueltas e interesadas.

12. Resolution No. 99-2015

A resolution designating Mobile Life Support Services, Inc. as the designated provider of emergency medical services for the City of Newburgh in accordance with the terms of an agreement between the parties and authorizing the City Manager to execute a renewal of said agreement.

13. Resolution No. 100-2015

A resolution authorizing the execution of a license agreement renewal for the use of classroom space located at 22 Grand Street for the purpose of training by the Mobile Life Support Services, Inc.

14. Ordinance No. 5- 2015

An ordinance amending Section 288-64.1, Schedule VI(A), prohibited turns at intersections by vehicles having total gross weights in excess of five tons, and Section 288-71, Schedule XIII, Parking Prohibited at all times of the Code of Ordinances.

*Un decreto enmendando Sección 288-64.1, Agenda VI(A), viraje prohibido en intersecciones por vehículos que tengan un peso bruto en exceso de cinco toneladas, y Sección 288-71, Agenda XIII, Estacionamiento Prohibido en todo momento del Código de Decretos.*

Old Business: / Asuntos Pendientes:

New Business: / Nuevos Negocios:

Public Comments Regarding General Matters of City Business: / Comentarios del público sobre asuntos generales de la Ciudad:

Further Comments from the Council: / Nuevas observaciones del Consejo:

Adjournment: / Aplazamiento:

LOCAL LAW NO.: \_\_\_\_\_ - 2015

OF

\_\_\_\_\_, 2015

**A LOCAL LAW AMENDING CITY CHARTER SECTION C5.05 ENTITLED “DUTIES OF CITY MANAGER” TO PROVIDE FOR CITY COUNCIL CONFIRMATION OF CERTAIN CITY MANAGER APPOINTMENTS OF THE CODE OF THE CITY OF NEWBURGH**

**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 City Charter Section C5.05 entitled ‘Duties of City Manager’ to Provide for City Council Confirmation of Certain City Manager Appointments of the Code of the City of Newburgh”.

**SECTION 2 - AMENDMENT**

**§ C 5.05, Paragraph B of the City Charter is hereby amended as follows:**

The City Manager shall be responsible to the Council for the administration of all City affairs. Specifically, it shall be his duty:

B. To appoint and to remove the heads of all departments, the members of all boards and commissions and all subordinate officers and employees of the City, except as otherwise provided herein. The appointment by the City Manager of (a) the members of boards and commissions including advisory boards; (b) the heads of all departments; and (c) City officers and deputies, specified in this Charter, which are appointed by the City Manager, including but not limited to the City Collector, City Assessor, City Comptroller, City Purchasing Agent, City Engineer and Surveyor, Director of Planning and Development, Parks and Recreation Director, Director of Finance, Superintendent of Public Works, Superintendent of Water, Building Inspector, Plumbing Inspector, Police Chief, Deputy Police Chief, Fire Chief, Deputy Fire Chief, Corporation Counsel, Assistant Corporation Counsel and City Historian, shall be subject to confirmation of the City Council by majority vote.

~~Strikethrough~~ denote deletions

Underlining denotes additions

### **SECTION 3 - VALIDITY**

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

### **SECTION 4 - EFFECTIVE DATE**

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

~~Strikethrough~~ denote deletions  
Underlining denotes additions

RESOLUTION NO.: 88 - 2015

OF

APRIL 27, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH  
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)  
FOR LIMITED ASBESTOS SURVEY FOR THE CHIMNEY OF THE PROPERTY  
LOCATED AT 282 FULLERTON AVENUE, SECTION 7, BLOCK 12, LOT 9,  
AT A COST OF \$1,266.00**

**WHEREAS**, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for limited asbestos surveys for an evaluation of a deficient chimney of the property located at 282 Fullerton Avenue, Section 7, Block 12, Lot 9, in connection with possible abatement activities by the City of Newburgh; and

**WHEREAS**, the proposal includes evaluation and asbestos sampling; and

**WHEREAS**, the cost for these services will be \$1,266.00 and funding shall be derived from A.1364.0448; and

**WHEREAS**, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for limited asbestos surveys for the deficient chimney of the property located at 282 Fullerton Avenue, Newburgh, New York at a cost of \$1,266.00.



Quality Environmental Solutions & Technologies, Inc.

RECEIVED  
12/18/14

December 12, 2014

City of Newburgh  
83 Broadway  
Newburgh, NY 12550

ATTN: Jason C. Morris

Via E-mail: [JMorris@cityofnewburgh-ny.gov](mailto:JMorris@cityofnewburgh-ny.gov)

Re: 282 Fullerton Avenue – Exterior Chimney, Newburgh, NY  
Request for Proposal – Limited Asbestos Survey

Dear Mr. Morris,

Quality Environmental Solutions & Technologies, Inc. (**QuES&T**) is pleased to submit the attached proposal to perform a limited Asbestos Survey throughout the Exterior Chimney of 282 Fullerton Avenue, Newburgh, New York 12550.

**QuES&T** is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. **QuES&T's** extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. **QuES&T** personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. **QuES&T** feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to the City of Newburgh.

In this regard, **QuES&T** has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

**QuES&T** offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. **QuES&T** offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of the City of Newburgh.

**QuES&T** provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at **QuES&T's** facility or yours.

For additional information concerning this submittal, please contact us at (845) 298-6031. We look forward to working with the City of Newburgh in the environmental consulting and remediation services area.

Sincerely,



**Paul A. Rodriguez**

Director, Field & Technical Services  
NYS/AHERA Inspector/Project Designer  
Cert. #AH 02-04344  
EPA Lead Inspector/Lead Risk Assessor

Cc: QuES&T File

**LIMITED ASBESTOS SURVEY**  
**for**  
**CITY OF NEWBURGH**  
**83 Broadway**  
**Newburgh, NY 12550**  
**at**  
**282 FULLERTON AVENUE – EXTERIOR CHIMNEY**  
**Newburgh, New York 12550**

*QuES&T agrees to provide the following services:*

➤ **Limited Asbestos Survey**

- Provide certified NYS/AHERA Asbestos Inspector(s) to perform a Limited Asbestos Survey(s), in compliance with the requirements of Title 12 NYCRR Part 56, throughout the Exterior Chimney of 282 Fullerton Avenue, New York 12550.
- **QuES&T** will review building/structure plans and records, provided by the Owner and/or the Owner's Representative(s), for references to asbestos, ACM, PACM, suspect miscellaneous ACM or asbestos materials used in construction, renovation or repair in the affected building area(s).
- As necessary, perform collection and analysis of suspect "friable" Asbestos-containing Material (ACM) using Polarized Light Microscopy (PLM) analytical protocol.
- As necessary, perform collection and analysis of suspect "non-friable organically bound" Asbestos-containing Material (ACM) using both Polarized Light Microscopy-NOB (PLM-NOB) and Confirmatory Quantitative Transmission Electron Microscopy (QTEM) analytical protocols.
- Discussion of laboratory results for all bulk samples (PLM & PLM-NOB/QTEM).
- Documentation of all analytical laboratory certifications.
- Preparation of one (1) Final Report identifying estimated quantities, locations, types, and conditions of identified ACM.

**LIMITED ASBESTOS SURVEY**  
**for**  
**CITY OF NEWBURGH**  
**83 Broadway**  
**Newburgh, NY 12550**  
**at**  
**282 FULLERTON AVENUE – EXTERIOR CHIMNEY**  
**Newburgh, New York 12550**

*This proposal is based on the following assumptions:*

- **QuES&T** shall perform all inspections visually; using reasonable care and judgment. Limited localized demolition will be performed to access representative concealed surfaces, as practicable. *The City of Newburgh (The Owner)* recognizes & agrees that ACM concealed within structural components & accessible only through extensive mechanical or structural demolition may not be identified as part of this survey.
- **QuES&T** shall not perform patching of sampling locations. *The City of Newburgh (The Owner)* may elect to hire an independent General Contractor to accompany **QuES&T** inspection personnel and perform required patching accordingly.
- **QuES&T** shall not be responsible for damage caused to building finishes, surfaces or equipment by sampling. Responsibility and cost for repair of damaged building finishes, surfaces and/or equipment shall be by *The City of Newburgh (The Owner)*.
- **QuES&T** will exercise reasonable caution to minimize disturbance of ACM during the inspection process. However, clean-up of ACM disturbed or dislodged during the inspection process shall be the responsibility of *The City of Newburgh (The Owner)*.
- *The City of Newburgh (The Owner)* responsible for providing immediate access into all inspection areas and securing same upon completion.
- Inspection work to be conducted during normal weekday “Business Hours” (M-F; 9am-5pm).
- Laboratory sample analysis turnaround times (TAT) shall be five (5) Business Days. TAT commences upon laboratory receipt of samples, and does not include weekends or holidays.
- **QuES&T** shall commence terms of this contract upon receipt of written Notice to Proceed and/or Purchase Order (PO) number.

**\*\*\*PRICING\*\*\***

➤ **Limited Asbestos Survey**

Asbestos Inspector Labor (1 Inspector, ½ Day @ \$320/each)	\$ 320.00
Technician Ass't Labor (1 Tech, ½ Day @ \$275/each)	\$ 275.00
PLM Asbestos Bulk Analysis – 12* @ \$14/layer	\$ 168.00*
QTEM/PLM Asbestos Bulk Analysis – 8* @ \$41/layer	\$ 328.00*
1 – Final Asbestos Summary Report w/ACM Location Drawings	\$ 150.00
Travel, S&H & Misc. Materials (1 day @ \$25/day)	\$ 25.00
<b>Estimated Total :</b>	<b>\$ 1,266.00*</b>

**NOTES:**

1. Estimated number of samples to be collected/analyzed.
2. Client shall be charged for actual samples analyzed and services rendered.
3. Additional services required shall be billed in accordance with attached QuES&T Unit Rates.
4. Pricing valid until December 31, 2015.

**ACCEPTANCE OF PROPOSAL #P14-4135**

**Payment Terms:** Billing increments will be at approximately two-week intervals. Payment Shall Be Net 15 Days; Following Delivery Of Invoice. To Execute This Agreement, Please Review, Sign, Date & Return Two Copies of the signed proposal. A fully executed copy will be sent for your records. Late Payments Shall Be Assessed a Penalty of 1.5% per Month.

**The City of Newburgh – Authorized Representative:**

By \_\_\_\_\_ Michael G. Ciaravino, City Manager  
Signature Print Name & Title  
As per Resolution No. \_\_\_\_-20\_\_\_\_ Date

**Quality Environmental Solutions & Technologies, Inc.:**

By \_\_\_\_\_ Paul A. Rodriguez,  
Signature Director, Field & Technical Services Date



Quality Environmental Solutions & Technologies, Inc.

## I. ASBESTOS SERVICES:

### Item 1: Labor (Minimum On-site Billing; 4 Hours @ OT Rate)

- Sr. Principal: \$225/Hr ST; \$255/Hr OT
- Principal: \$185/Hr ST; \$225/Hr OT
- Project Manager: \$90/Hr ST/OT
- EPA/NYS DOL/NYCDEP Asbestos Inspector:
  - \$320/4-hr day Includes Calibrated Area A/S Equipment
  - \$500/8-hr day Includes Calibrated Area A/S Equipment
  - \$ 80/hr OT
- EPA/NYS DOL Combined Project Monitor/Air Sampling Technician:
  - \$275/4-hr day Includes Calibrated Area A/S Equipment
  - \$400/8-hr day Includes Calibrated Area A/S Equipment
  - \$ 75/hr; OT

### Item 2: Asbestos Laboratory Services

- A/S Sample Analysis (PCM):
  - \$ 12/Sample Includes 48-hr turn-around of results
  - \$ 15/Sample Includes 24-hr turn-around of results
  - \$ 17/Sample Includes 6-hr turn-around of results
  - \$ 20/Sample Includes Rush turn-around of results.
- A/S Sample Analysis (AHERA-TEM):
  - \$100/Sample Includes 48-hr turn-around of results
  - \$125/Sample Includes 24-hr turn-around of results
  - \$175/Sample Includes 12-hr turn-around of results
  - \$225/Sample Includes 6-hr turn-around of results
- Bulk Sample Analysis (PLM):
  - \$ 14/Layer Includes 7 day turn-around of results
  - \$ 16/Layer Includes 5 day turn-around of results
  - \$ 20/Layer Includes 72-hr turn-around of results
  - \$ 25/Layer Includes 24-hr turn-around of results
  - \$ 30/Layer Includes 12-hr turn-around of results
  - \$ 45/Layer Includes Rush turn-around of results
- Bulk Sample Analysis (PLM-NOB):
  - \$ 16/Layer Includes 7 day turn-around of results
  - \$ 23/Layer Includes 5 day turn-around of results
  - \$ 30/Layer Includes 48-hr turn-around of results
  - \$ 40/Layer Includes 24-hr turn-around of results
  - \$ 60/Layer Includes 12-hr turn-around of results
- Bulk Sample Analysis (QTEM):
  - \$ 25/Layer Includes 7 day turn-around of results
  - \$ 50/Layer Includes 5 day turn-around of results
  - \$ 65/Layer Includes 48-hr turn-around of results
  - \$ 70/Layer Includes 30-hr turn-around of results
  - \$ 110/Layer Includes 12-hr turn-around of results

#### NOTE A:

1. OT Rate Applies to hours: < 4 hrs/day; > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
2. Laboratory Turn-Around Begins When Samples Are Received In The Laboratory And Does Not Include Saturday, Sunday & Holidays.
3. Reimbursable Travel Will Be Billed At \$0.550/Mile + Tolls

## II. SAFETY & ENVIRONMENTAL SERVICES:

### **Item 1: Labor** (Minimum On-site Billing; 4 Hours @ OT Rate)

- Certified Industrial Hygienist: \$175/Hr ST; \$215/Hr OT
- Certified Safety Professional: \$175/Hr ST; \$215/Hr OT
- EPA LBP Inspector/Risk Assessor: \$ 90/Hr ST/OT
- IH Tech:
  - \$320/4-hr day Includes Calibrated Area A/S Equipment
  - \$500/8-hr day Includes Calibrated Area A/S Equipment
  - \$ 80/hr; OT

### **Item 2: Laboratory Services**

- Lead - Air/Paint Chip/Dust Sample Analysis (AAS/FLAA):
  - \$ 20/Sample Includes 3-5 Day turn-around of results
  - \$ 25/Sample Includes 48-hr turn-around of results
  - \$ 30/Sample Includes 24-hr turn-around of results
  - \$ 45/Sample Includes 6-hr turn-around of results
- PCB – Bulk Material Sample Analysis:
  - \$100/Sample Includes 5 Day turn-around of results
  - \$150/Sample Includes 3 Day turn-around of results
  - \$200/Sample Includes 48-hr turn-around of results
  - \$250/Sample Includes 24-hr turn-around of results
- Sprayed-on Fireproofing Vermiculite (SOF-V NYS ELAP Method 198.8) Analysis:
  - \$252/Sample Includes 10 Day turn-around of results
  - \$282/Sample Includes 5 Day turn-around of results
  - \$360/Sample Includes 72-hr turn-around of results
  - \$540/Sample Includes 48-hr turn-around of results

### **Item 3: Equipment Charges**

- Niton XRF: \$175/Day
- Electrical Generator: \$ 75/Day (2-Day Minimum)
- SCBA: \$300/Day
- Confined Space Tripod: \$ 150/Day

#### **NOTE A:**

1. OT Rate Applies to hours: < 4 hrs/day; > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
2. Laboratory Turn-Around Begins When Samples Are Received In The Laboratory And Does Not Include Saturday, Sunday & Holidays.
3. Reimbursable Travel Will Be Billed At \$0.550/Mile + Tolls

### III. INDUSTRIAL HYGIENE SERVICES:

#### **Item 1: Labor** (Minimum On-site Billing; 4 Hours @ OT Rate)

- Certified Industrial Hygienist: \$175/Hr ST; \$215/Hr OT
- Certified Safety Professional: \$175/Hr ST; \$215/Hr OT
- Industrial Hygiene Scientist/CBST \$125/Hr ST; \$150/Hr OT
- Project Manager: \$ 90/Hr ST/OT
- IH Tech: \$320/4-hr day Includes Calibrated Area A/S Equipment  
\$500/8-hr day Includes Calibrated Area A/S Equipment  
\$ 80/hr; OT

#### **Item 2: Microbiological Laboratory Services**

- Air Sample Analysis (Total Spore Counts):
  - \$120/Sample Includes same-day turn-around of results
  - \$100/Sample Includes 24-48 hr turn-around of results
  - \$ 80/Sample Includes 5-7 day turn-around of results
- Air Sample Analysis (Culturable Fungi; One Medium): Sample Turn-Around Time 7-10 Days
  - \$ 70/Sample Enumeration & Identification to genus or species
  - ADD \$ 45/Sample To Include Full Fungal Speciation (Including ID Of Cladosporium and Penicillium to Species; 2% MEA Only)
- Air Sample Analysis (Culturable Bacteria; One Medium): Sample Turn-Around Time 7-10 Days
  - \$ 70/Sample Enumeration & Identification to genus or species
- Bulk/Swab Sample Analysis (Culturable Fungi; One Medium): Sample Turn-Around Time 7-10 Days
  - \$ 90/Sample Enumeration & Identification to genus or species
  - ADD \$ 45/Sample To Include Full Fungal Speciation (Including ID Of Cladosporium and Penicillium to Species; 2% MEA Only)
- Bulk/Swab Sample Analysis (Culturable Bacteria; One Medium): Sample Turn-Around Time 7-10 Days
  - \$ 90/Sample Enumeration & Identification to genus or species
- Other Microbiological Services and PCR Technology Available: CALL FOR PRICING
- Additional Industrial Hygiene Services Available: CALL FOR PRICING AND CAPABILITIES

#### **Item 3: Equipment Charges**

- |  |   |
|--|---|
| - Anderson Air Sampler: \$125/Day<br>(Single Stage N-6 Impactor) | - Delmhorst BD-2100: \$100/Day<br>(Moisture Survey Meter) |
| - Boroscope: \$ 50/Day   | - ASHRAE IAQ Meter: \$200/Day                             |
| - 4-Gas Monitor w PID: \$200/Day                                 | - PM-10 Impactor/Sampler: \$125/Day                       |
| - Infrared Camera: \$225/Day                                     | - Additional Equipment: Call For Pricing                  |

#### **NOTE A:**

1. OT Rate Applies to hours: < 4 hrs/day; > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
2. Laboratory Turn-Around Begins When Samples Are Received In The Laboratory And Does Not Include Saturday, Sunday & Holidays.
3. Reimbursable Travel Will Be Billed At \$0.550/Mile + Tolls

#### IV. MISCELLANEOUS SERVICES

##### **Item 4: Miscellaneous Services**

- Asbestos/Lead/Environmental 'Letter' Report w/o Drawings - \$150/each.
- Asbestos/Lead/Environmental 'Letter' Report w/KeyCAD Drawings - \$200/each.
- Asbestos/Lead/Environmental 'Final Report' w/o Drawings - \$250/each.
- Asbestos/Lead/Environmental 'Final Report' w/KeyCAD Drawings - \$300/each.
- Abatement Specifications / AutoCAD / Bidding Process – Priced Based on Scope of Work.
- Conduct Onsite Bid Walkthrough w/Prospective Contractors – Priced Based on Scope of Work.
- Travel & Misc. Materials – Actual Mileage (@ \$0.550/mile) plus Actual Tolls & Parking.
- Laboratory analysis turnaround times begin when samples are received at Laboratory and does not include weekends or holidays.

## Paul Rodriguez

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**From:** Morris, Jason <JMorris@cityofnewburgh-ny.gov>  
**Sent:** Friday, December 12, 2014 11:40 AM  
**To:** Paul Rodriguez  
**Subject:** 282 Fullerton Avenue Chimney Testing  
**Attachments:** 20141212\_095136\_Fullerton Ave.jpg; 20141212\_095229\_Memorial Dr.jpg; 20141212\_095217\_Memorial Dr.jpg

Paul,

See attached picture of the deficient chimney located at 282 Fullerton Avenue. The City may need to perform the work required to remove this chimney, as it is a nuisance to the neighboring residence. Please provide me a quote with signature line for the testing required on this chimney.

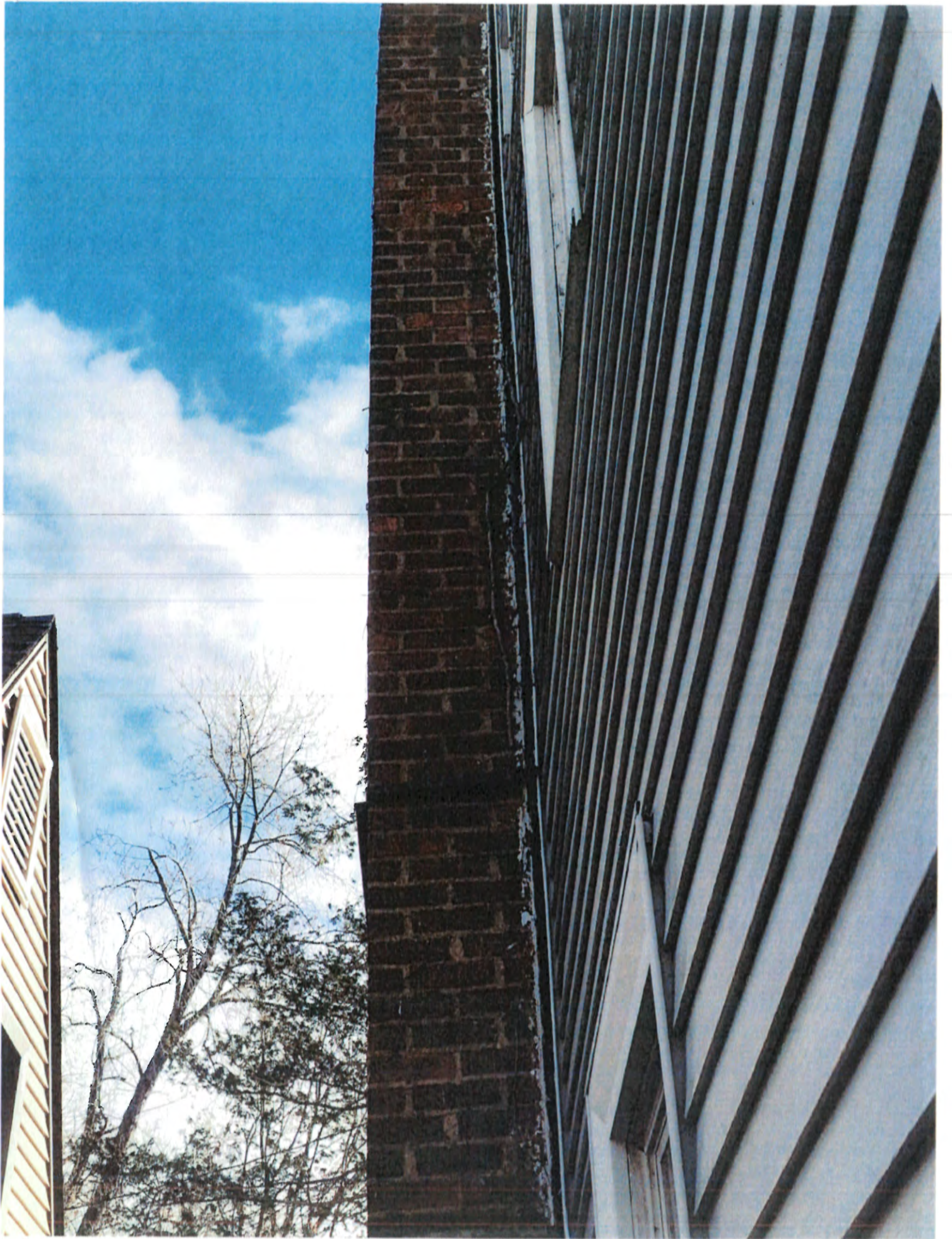
Thanks,

Jason C. Morris, PE  
City Engineer  
83 Broadway  
Newburgh, New York 12550  
Phone: (845) 569-7448  
Fax: (845) 569-0188  
[jmorris@cityofnewburgh-ny.gov](mailto:jmorris@cityofnewburgh-ny.gov)

	PL M	QTEM/ BBM
B of M	4	2
CAULK		2
SIDING	2	4
FOUNDATION	3	
CAP	3	
	12	8







RESOLUTION NO.: <sup>89</sup>\_\_\_\_\_ - 2015

OF

APRIL 27, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH  
THE CHAZEN COMPANIES, INC. FOR AN EXPOSURE MONITORING STUDY  
RELATED TO THE ON-GOING ENVIRONMENTAL TESTING AT THE DEPARTMENT  
OF PUBLIC WORKS BUILDING AT A COST OF \$4,900.00**

**WHEREAS**, by Resolution No. 36-2015 of February 23, 2015, this Council authorized the City Manager to accept a proposal and execute an agreement with The Chazen Companies, Inc. for a vapor intrusion analysis of the Department of Public Works Building at a cost of \$6,508.00; and

**WHEREAS**, The Chazen Companies, Inc. did perform a vapor intrusion analysis of the Department of Public Works Building and the results of such analysis require additional testing; and

**WHEREAS**, The Chazen Companies have submitted a proposal for an 8 hour exposure monitoring study of two volunteers in connection with the on-going environmental testing and analysis of the Department of Public Works building; and

**WHEREAS**, the cost for these services will be \$4,900.00 and such funding shall be derived from A.1364.0448; and

**WHEREAS**, the City Council has determined that such work 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 proposal and execute an agreement with The Chazen Companies, Inc. for an exposure monitoring study related to the on-going environmental testing at the Department of Public Works Building at a cost of \$4,900.00.



Proud to be Employee Owned

Engineers  
Land Surveyors  
Planners  
Environmental & Safety Professionals  
Landscape Architects

**Hudson Valley Office**

21 Fox St., Poughkeepsie, NY 12601  
P: (845) 454-3980 F: (845) 454-4026  
[www.chazencompanies.com](http://www.chazencompanies.com)

Capital District Office (518) 273-0055  
North Country Office (518) 812-0513

April 8, 2015

Jason C. Morris, PE, City Engineer  
83 Broadway  
Newburgh, New York 12550

*Re: City of Newburgh DPW Garage  
Employee Benzene/Methylene Chloride Exposure Monitoring  
Chazen Job No: 41448.00*

Dear Mr. Morris:

The Chazen Companies (Chazen) appreciates the opportunity to continue assisting the City of Newburgh (City) with individual 8-hour exposure monitoring for benzene and methylene chloride and 15-minute short term exposure monitoring for benzene for employees working at the DPW garage on Pierces Road, City of Newburgh. The scope below reflects input and continued dialogue with Mr. Mark Stipano, CIH, CSP, CSEA's Industrial Hygiene Specialist. Task number below follows prior Chazen Tasks.

Task 6 – Benzene & Methylene Chloride Exposure Monitoring

Chazen will provide and manage use of personal exposure monitoring badges for up to two 15-minute and 8-hour exposure evaluations on representative employees in the DPW garage. We will plan to use Assay Technologies 566 badges for methylene chloride and benzene, which are validated for STEL sampling as well as 8 hour sampling. One additional badge will be hung in the large interior work area as a reference air space sample. Short-term analysis will focus on potential exposure to benzene since it is our understanding that methylene chloride is not currently in use at the DPW garage, while benzene remains in use as a constituent of gasoline.

The City is asked to identify 1 to 2 representative employees to participate in this study who would be available on the same day for exposure monitoring. Chazen will secure 8-hour exposure badges to the volunteered employees at the beginning of their morning work shifts. Chazen will review their planned day's activities to select a 15 minute period of maximum potential vapor exposure for benzene; during this period Chazen will secure a second badge to these employees for 15 minute exposure evaluation.

Once the 15-minute and 8-hour exposure periods end, employee and reference area badges will be packaged for laboratory analysis by Chazen. The badges will be assigned Alpha-ID numbers rather than employee names to help manage employee privacy. Each badge will be analyzed for Benzene and Methylene Chloride. The lab will be asked on the Chain of Custody to provide results on separate sheets so individual results to be provided to each volunteering employee. Detection limits used by the lab have been confirmed to satisfy PESH/OSHA Permissible Exposure Limits (PEL) and Action Levels (AL) under an 8-hour Time-Weighted-Average (TWA) and Short Term Exposure Limit (STEL) scenario.

Chazen will record the evaluation exposure times (start and stop) and employee activity logs to prepare a summary letter which describes employee activities and sample data exposures, with attached laboratory data. The letter report will not reveal identities of the participating employees. The laboratory results will be compared to PEL and AL standards for 8-Hour TWAs and 15-minute STELs. In addition to completing Chazen's letter report, the individual employees will each be provided their individual results.

#### **Task, Fee and Time Schedule Summary**

Chazen proposes to complete this project for a Lump Sum fee of \$4900 for up to 2 employees. This work covers and assumes use and analysis of up to 5 badges (2 badges per employee plus 1 background sample), Chazen presence on site during a one day work shift to secure and remove 8-hour badges and identify suitable periods to deploy 15-minute badges, advance City assignment of volunteers, Chazen review of lab results compared to PEL, AL and STEL standards, Chazen review of activity logs from the selected employees as needed, Chazen preparation of an assessment letter report presenting all laboratory results without names, and Chazen preparation of individual results for participating employees. Additional employees can be included for an additional \$350 per employee.

For this work, Chazen is including professional services of a Certified Industrial Hygienist. Our fee includes CIH time to review the work scope, one conference call if needed with the project team of up to 1 hour, and assistance with preparation of the written report. If a CIH is needed on site for any meetings or other purposes, this is available to the City at an hourly rate of \$160, portal-to-portal from Albany plus mileage.

Tasks		Fee Basis		
Task No.	Task Description	Lump Sum Fee Bill	Time & Materials Estimate	Laboratory Fees
006	Benzene & Methylene Chloride Exposure Monitoring	\$4,900 for up to 2 participating employees	\$350 for any participating employees over 2	NA
Totals		\$4,900	\$0	NA
Total Estimated Cost		\$4,900		

The City has previously signed our standard professional services contract and our prior proposal outlining our monthly billing procedures. Your signature below authorizes the task above and agrees to the terms and conditions of our professional services contract. This proposal is good for 30 days. We understand that the City will select participating employees. Thank you again for the opportunity to be of service.

Sincerely,



Russell Urban-Mead, CPG  
Senior Hydrogeologist/VP Environmental Service  
cc: file

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Authorizing Signature and Date

RESOLUTION NO.: 90-2015

OF

APRIL 27, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
AN AMENDMENT TO THE STREET LIGHTING AUTHORITY ORDER  
WITH CH ENERGY GROUP, INC.**

**WHEREAS**, it has become necessary to amend the Street Lighting Authority Order entered into with Central Hudson Gas & Electric Corporation n/k/a CH Energy Group, Inc., providing for the installation of one HPS5800 lamp on pole number 26489 located on Washington Street; and

**WHEREAS**, there will be a cost to the City of Newburgh of \$12.43 per quarterly period for this change;

**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 attached amendment to the Street Lighting Authority Order.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
610 LITTLE BRITAIN ROAD  
NEW WINDSOR, NY 12553-6114  
(845) 452-2700

STREET LIGHTING AUTHORITY ORDER

PAGE 1

CITY OF NEWBURGH  
83 BROADWAY  
NEWBURGH NY 12550

ORDER NO.: H8-03369  
ACCOUNT NO.: 8411-2080-00  
DATE: 04/15/15

TO CENTRAL HUDSON GAS & ELECTRIC CORPORATION:

YOU ARE HEREBY AUTHORIZED TO MAKE CHANGES SPECIFIED BELOW TO THE STREET LIGHTING  
SERVICE FOR THE CITY LGTG , IN ACCORDANCE  
WITH A RESOLUTION DULY ADOPTED AS PROVIDED BY LAW BY THE \_\_\_\_\_ (COUNCIL/BOARD)  
OF THE \_\_\_\_\_ OF \_\_\_\_\_ AT A MEETING HELD ON \_\_\_\_\_, 20\_\_ AS FOLLOWS

ACTION:

INSTALL

OR REMOVE	TYP & SIZE OF LAMP	POLE NO	RATE **	MAP & GRID	LOCATION	DATE COMPLETE	ADJ AMT
INSTALL	HPS	5800	26489	A	WASHINGTON		12.43

INSTALL 70WATT HPS ON PL #N26489

- \*\* A. COMPANY OWNED AND MAINTAINED; ANNUAL OR SEASONAL SERVICE
- \*\* B. CUSTOMER OWNED/COMPANY MAINTAINED
- \*\* C. CUSTOMER OWNED/CUSTOMER MAINTAINED

THESE CHANGES ARE SUBJECT TO THE TERMS OF THE EXISTING STREET LIGHTING SERVICE  
CLASSIFICATIONS. DOES NOT INCLUDE THE COST OF ELECTRICITY.

MUNICIPALITY \_\_\_\_\_ BY \_\_\_\_\_  
\_\_\_\_\_, 20 \_\_\_\_\_ TITLE \_\_\_\_\_

W.O.NO. 6686A DATE WORK COMPLETED \_\_\_\_\_ BY \_\_\_\_\_

RESOLUTION NO.: 91 - 2015

OF

APRIL 27, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE A FENCE RENEWAL QUOTATION  
SUBMITTED BY NATIONAL CONSTRUCTION RENTALS TO  
PROVIDE FOR CHAIN LINK FENCE RENTAL AND ASSOCIATED MATERIALS  
CURRENTLY IN PLACE AT THE LAKE STREET BRIDGE PROJECT AND SEVERAL  
OTHER DEFICIENT BUILDING SITES THROUGHOUT THE CITY**

**WHEREAS**, the City of Newburgh has undertaken the repair and rehabilitation of the Lake Street Bridge; and

**WHEREAS**, the City of Newburgh also has numerous deficient buildings that require chain link fence to be installed around the perimeter to protect the public from falling debris; and

**WHEREAS**, the City Council, by Resolution No.: 241-2014 of September 22, 2014, authorized bridge rental and associated costs in connection with the Lake Street Bridge Project ("Project"); and

**WHEREAS**, both the temporary Lake Street Bridge and the numerous deficient buildings located throughout the City require the ongoing installation of chain link fence sections and associated materials; and

**WHEREAS**, National Construction Rentals has submitted a 6-month fence renewal quotation to provide for 500 linear feet of 8 foot temporary chain link fence panels, sandbags and wheels to accommodate the project needs at a cost of \$2,427.41, with such funds being derived from A1440.0455; and

**WHEREAS**, this Council has reviewed the attached quotation and has determined that accepting the same is in the best interests of the City of Newburgh and its further development;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a fence renewal quotation submitted by National Construction Rentals to provide for chain link fence rental in connection with the Lake Street Bridge Project.



44 Hook Rd  
Bayonne, NJ 07002  
201-215-3362

Sales Representative Info:

Prepared By: GINA YURECKO

E-mail Address: GYURECKO@RENTNATIONAL.COM

Fax Signed Quote To: 201-215-3487

## FENCE RENEWAL QUOTATION

**NOTE: Renewal Contract CANNOT be processed until signed quote is returned and received.**

Date: 04/15/2015

<b>Company Name:</b> CITY OF NEWBURGH				<b>E-mail:</b> EGARRISON@CITYOFNEWBURGH-NY.GOV			
<b>Bid Requested By:</b> LIZ				<b>Other Phone:</b>			
<b>Company Phone:</b> 845-569-7447				<b>Fax Number:</b>			
<b>Job/Event Name:</b> LAKE STREET BRIDGE				<b>Site Contact Name:</b>			
<b>Job Address:</b> LAKE ST/NYS ROUTE 32				<b>Site Contact Phone:</b>			
<b>Cross Street:</b> OVER QUASSAICK				<b>Other Info:</b> JMORRIS@CITYOFNEWBURGH-NY.GOV			
<b>Job City/State/Zip:</b> NEWBURGH		NY		12550		<b>Existing Account #:</b> 30065720-0002	
<b>Renewal Contract Length</b>		<b>From Date</b>		<b>To Date</b>		<b>Payment Terms</b>	
6 MONTHS		Wed. Apr 08, 2015		Wed. Oct 7, 2015		<b>** Prevailing Wage?</b>	
						Yes	

#	Quantity	UOM	Description	Taxable	Unit Price	Amount
1	500	LF	8' TEMPORARY PANELS	✓	\$4.49	\$2,245.00
2	42	EACH	SANDBAGS	✓	\$0.00	\$0.00
3	4	EACH	WHEELS	✓	\$0.00	\$0.00
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

<b>Notes:</b>	<b>Subtotal</b>	\$2,245.00
	<b>Sales Tax ( 8.125 )</b>	\$182.41
	<b>Total</b>	\$2,427.41
	<b>Total Renewal Charge</b>	

Please provide Address: \_\_\_\_\_  
 billing information. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\*\* In the event that the above services are subject to prevailing wage laws, any penalties or increased wages not included in this estimate will be paid by the Lessee.  
 Certified payroll is available upon request.

**Customer's Signature:** \_\_\_\_\_

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

**Print Customer Name:** \_\_\_\_\_

**PO#:** \_\_\_\_\_

RESOLUTION NO.: 92 - 2015

OF

APRIL 27, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT THE DONATION OF A 24 SEAT PASSENGER BUS  
FROM VISCONTI LIMOUSINE FOR USE BY THE  
CITY OF NEWBURGH RECREATION DEPARTMENT**

**WHEREAS**, Visconti Limousine (“Visconti”) has offered to donate a 24 seat passenger bus to the City of Newburgh; and

**WHEREAS**, Visconti is donating the vehicle as a way of showing support for the City of Newburgh and in particular the City of Newburgh Recreation Department; and

**WHEREAS**, the Recreation Department currently has no vehicles to transport equipment or participants in their programs, trips or events; and

**WHEREAS**, this Council has determined it to be in the best interests of the City of Newburgh to accept such donation;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to accept the 24 seat passenger bus being donated by Visconti Limousine, upon assurance by the Corporation Counsel that title and documentation are in order, with appreciation and thanks of the City of Newburgh.

RESOLUTION NO.: <sup>93</sup>\_\_\_\_\_ - 2015

OF

APRIL 27, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ORANGE  
FOR THE SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM TO  
PROVIDE YOUNG PEOPLE TO WORK FOR THE CITY OF NEWBURGH  
FOR THE SUMMER OF 2015**

**WHEREAS**, the County of Orange is once again offering a Summer Youth Employment and Training Program for the purpose of providing meaningful work experience for participants; and

**WHEREAS**, the City of Newburgh has successfully applied for and has been awarded positions for 20 youth participants; and

**WHEREAS**, the City of Newburgh Recreation Department and other City Departments have expressed an interest in using this program to provide summer jobs for young people and service to the City of Newburgh; and

**WHEREAS**, this Council finds that entering into the attached agreement with Orange County for this purpose 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 execute an agreement and other necessary documents with the County of Orange in order to participate in the Summer Youth Employment and Training Program which provides young people to work in the City for the Summer of 2015.

**Summer Youth Employment Program  
Worksite Agreement**

Worksite# \_\_\_\_\_

Worksite Name: City of Newburgh

ALLOTTED SLOTS: 20

THIS SUMMER YOUTH EMPLOYMENT PROGRAM WORKSITE AGREEMENT ("Agreement") is entered into as of this 6 day of July, 2015, by and between the COUNTY OF ORANGE, a municipal corporation, by and through its EMPLOYMENT & TRAINING ADMINISTRATION, with its principal offices located at 18 Seward Avenue, Middletown New York ("COUNTY") and

City of Newburgh located at  
83 Broadway, Newburgh, NY 12550 ("WORKSITE").

The WORKSITE shall implement the Summer Youth Employment Program ("SYEP") in accordance with the provision of this Agreement commencing July 6, 2015 and ending close of business on August 7, 2015 unless extended, in writing, by the mutual agreement of the parties hereto ("Term").

This Agreement consists of this Agreement, Schedule A – Worksite Supervisor, Schedule B – SYEP Participant Job Duties; and Schedule C – Secretary of the US Department of Labor SCANS Criteria. ETA shall deliver to WORKSITE a copy of the New York State Department of Labor Child Labor Laws, which copy are hereby incorporated into this Agreement by reference.

WORKSITE has requested, and the COUNTY will place, SYEP youth participants for meaningful work experience employment with the WORKSITE.

The terms and conditions of the SYEP Participant placements are as follows:

I. **COUNTY RESPONSIBILITIES.** COUNTY, by and through its ORANGE COUNTY EMPLOYMENT & TRAINING ADMINISTRATION ("ETA"), shall:

1. Monitor and evaluate SYEP youth participants ("SYEP Participants") assigned to WORKSITE.
2. Monitor WORKSITE to determine its compliance with the terms and conditions of this Agreement, and recommend any corrective action necessary to continue this Agreement.
3. Pay the wages of SYEP Participants assigned to WORKSITE and maintain all earnings, social security, and tax records related thereto.
4. Procure and maintain Worker's Compensation coverage for SYEP Participants.
5. Have no liability under this Agreement to WORKSITE, any SYEP Participant, or anyone else beyond the funds appropriated and available for this Agreement. This Agreement is made subject to and limited by the COUNTY's receipt of federal funds sufficient to sustain a county-wide program SYEP. COUNTY does not assume any

financial responsibility to sustain a SYEP Participant in lieu of federal funds availability.

II. **WORKSITE RESPONSIBILITIES.** WORKSITE shall:

1. Provide 20 jobs for SYEP Participants during the Term, which jobs shall be in accordance with the statement of duties attached hereto as Schedule B.
2. Neither ask, nor accept any monetary consideration for providing the services described herein.
3. Select its SYEP Participants on an equal basis regardless of ethnic background.
4. Ensure that the work experience of SYEP Participants is in accordance with the program objectives of the SYEP, which, among other things, is to provide youth with a real work experience that will enhance their skills and foster the development of good work habits.
5. Ensure a safe and healthy work environment for SYEP Participants.
6. Take all necessary measures to provide skill training wherever possible, and to the maximum extent practicable, contribute to the occupational development, upward mobility, and employability of the SYEP Participants. WORKSITE acknowledges that most SYEP Participants are unskilled.
7. Provide sufficient work to occupy the SYEP Participants during work hours and shall provide sufficient equipment and/or materials to enable SYEP Participants to carry out the work assignments.
8. Provide full-time adult supervision of assigned SYEP Participants ensuring that there is at least one adult supervisor for every twelve (12) SYEP Participants.
9. Maintain adequate attendance records in accordance with '*Participant Time and Attendance Procedures*' as established by ETA. Timesheets must be signed by both the WORKSITE supervisor and the SYEP Participant.
10. Participate in a brief Supervisor's Orientation as scheduled by ETA.
11. Provide the ETA staff with a written schedule of work hours for each SYEP Participant, which schedule(s) are hereby incorporated into this Agreement by reference.
12. Report to ETA any incidents / problems encountered by SYEP Participants and/or report any SYEP Participant who could benefit from special counseling.
13. Notify ETA immediately of any accident involving a participant.
14. Comply with all applicable federal, state, local child labor laws, rules and regulations, including the Workforce Investment Act of 1998 and regulations promulgated thereunder ("WIA").
15. Comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). No person shall, on the grounds of race, color, sex, religion, or national origin be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination.
16. Grant authorized ETA staff, representatives of the Local Workforce Investment Board, and representatives of any State or Federal agencies administering funds under WIA, at all reasonable times, access to and the right to visit, unannounced, WORKSITE locations to monitor the service provided by WORKSITE under this Agreement.
17. Comply with federal and state laws, rules and regulations prohibiting sectarian, partisan or religious services, counseling, proselytizing instruction, or influence to SYEP Participants. WIA funds shall not be used for the promotion of any religious activity or utilized for any religious purposes. The COUNTY retains the exclusive right and authority to determine whether or not the WORKSITE is, and remains, in compliance with this provision.

18. By its signature below, hereby acknowledges that if it is negligent in carrying out the terms and conditions of this Agreement, it may not be used in the SYEP at a future date, and / or will be held financially responsible for costs deemed illegal by auditors or monitors.

### III. GENERAL PROVISIONS

1. Termination. The COUNTY may, by written notice to WORKSITE effective immediately, terminate this Agreement in whole, or in part, or remove any SYEP Participant from any WORKSITE location, at any time (a) for the COUNTY's convenience; (b) upon the failure of WORKSITE to comply with the terms or conditions of this Agreement or any federal, state or local law, rule or regulation, including WIA; or (c) in the event the federal funds supporting the SYEP are discontinued.
2. Independent Contractor. In performing the services under this Agreement WORKSITE shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the COUNTY. In accordance with such status as an independent contractor, WORKSITE covenants and agrees that neither it nor its employees or agent will hold themselves out as, nor claim to be officers or employees of the COUNTY, or of any department, agency or unit thereof 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 COUNTY.
3. Subcontracting/Assignment. WORKSITE shall not assign any of its rights, interest, or obligations under this Agreement, or subcontract of the services to be performed by it under this Agreement. WORKSITE shall not reassign SYEP Participants to another WORKSITE location without the written permission of ETA.
4. Disputes. Except as otherwise provided by this Agreement, any dispute concerning a question of the fact arising from this Agreement, which is not disposed of by the mutual consent of the parties hereto, shall be decided by the ETA or by its duly authorized representative for final resolution.
5. Modification. COUNTY reserves the right to update or change the provisions of this Agreement as conditions or WIA so require.
6. Governing Law. This Agreement shall be governed by the laws of the State of New York. WORKSITE 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.
7. Entire Agreement. The rights and obligations of the parties and their respective agents, successors and assigns shall be subject to and governed by this Agreement, including its schedules, which supersede any other understandings or writing between or among the parties.

INWITNESS WHEREOF, the parties have signed this Agreement on the date(s)  
below written:

WORKSITE

By \_\_\_\_\_  
(Signature of Authorized Official) \_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Title) \_\_\_\_\_  
Date

COUNTY OF ORANGE

By: \_\_\_\_\_  
Steven M. Neuhaus  
County Executive \_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Date

## SCHEDULE A – WORKSITE SUPERVISOR

If any representative of the WORKSITE, other than Authorized Official will be signing youth timesheets for the WORKSITE, please have each supervisor sign below and specify their WORKSITE:

1.      \_\_\_\_\_  
            (Worksite Supervisor  
            Signature)                      (Print Name)                      (Date)
  
2.      \_\_\_\_\_  
            (Worksite Supervisor  
            Signature)                      (Print Name)                      (Date)
  
3.      \_\_\_\_\_  
            (Worksite Supervisor  
            Signature)                      (Print Name)                      (Date)
  
4.      \_\_\_\_\_  
            (Worksite Supervisor  
            Signature)                      (Print Name)                      (Date)
  
5.      \_\_\_\_\_  
            (Worksite Supervisor  
            Signature)                      (Print Name)                      (Date)
  
6.      \_\_\_\_\_  
            (Worksite Supervisor  
            Signature)                      (Print Name)                      (Date)

## **SCHEDULE B - SYEP Participant Job Duties**

### **Pool Attendants**

Duties will include the following:

- Enforce park recreation rules and equipment regulations
- Guide, conduct and maintain discipline
- Empty trash around pool, deck and pavilion areas
- Willing to learn and demonstrate procedures and safety techniques to children
- Other duties as assigned

### **Maintenance**

Duties will include the following:

- General outside building maintenance
- Painting of benches, railings and doors
- Work with the maintenance staff
- Maintain daily maintenance routine

### **Camp Counselors**

Duties will include the following:

- Participate in the activities with the children of the vacation camp
- Plan activities such as hikes, cookouts, etc
- Able to use materials and play tools to instruct the children
- Arts & Crafts
- Guide, conduct, and maintain discipline of campers
- Willingness to learn

### **Childcare Aides**

Duties will include the following:

- Observe and monitor play activities
- Entertain children by reading/playing games
- Prepare and serve meals to children
- Accompany on walks and other activities
- Keep children quarters clean and tidy
- Demonstrate use of materials and tools to instruct children in arts & crafts
- Work on clean up line in dish room

### **Office Clerk**

Duties will include the following:

- Prepare packets of information for distribution
- Photocopy
- Assist with filing
- Word Processing depending on the skill level

### **Day Laborers - DPW**

Duties will include the following:

- Training and participation in sidewalk installation under the supervision of skilled staff
- Work as a team on site daily
- During bad weather, will participate in indoor maintenance activities under appropriate supervision

## SCHEDULE C – Secretary of the US Department of Labor SCANS Criteria

### THE SECRETARY'S COMMISSION ON ACHIEVING NECESSARY SKILL (SCANS)

What skills will prepare our youth to participate in the modern workplace? What skill levels do entry-level jobs require? In 1990, the Secretary of the Department of Labor, established the Secretary's Commission on Achieving Necessary Skill (SCANS)

#### WHAT ARE WORKPLACE SKILLS?

To find meaningful work, youth need to master certain workplace skill, SCANS calls these essential "foundation skill" and "competencies".

Workers use foundation skills-academic and behavioral characteristics-to build competencies on.

#### Foundation skills fall into three domains:

- **Basic Skill**-reading, writing, speaking, listening, and knowing arithmetic and mathematical concept;
- **Thinking Skills**-reasoning, making decisions, thinking creatively, solving problems, seeing things in the mind's eye and knowing how to learn; and
- **Personal Qualities**-responsibility, self-esteem, sociability, self-management, integrity and honesty.

Competencies, however, more closely relate to what people actually do at work. The competencies the SCANS has identified fall into five domains:

- **Resources** - identifying, organizing, planning, and allocating time, money, materials, and workers
- **Interpersonal Skills** - negotiating, exercising leadership, working with diversity, teaching others new skills, serving clients and customers, and participating as a team member.
- **Information Skill** - using computer to process information and acquiring and evaluating, organizing, and maintaining, and interpreting and communicating information
- **Systems Skill** - understanding systems, monitoring and correcting system performance, and improving and designing systems; and
- **Technology Utilization Skills** - selecting technology, applying technology to a task, and maintaining and troubleshooting technology

RESOLUTION NO.: <sup>94</sup>\_\_\_\_\_ - 2015

OF

APRIL 27, 2015

RESOLUTION AMENDING RESOLUTION NO: 296 - 2014,  
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK  
TO TRANSFER \$1,000.00 FROM LEGISLATIVE BODY-TRAVEL AND CONFERENCE  
TO RECREATION-OTHER SERVICES

**WHEREAS**, the City Council allocated funds in the 2015 Budget to pay expenses associated with attending educational conferences; and

**WHEREAS**, Councilwoman Abrams wishes to donate her portion of said travel and conference funds to the Recreation Department to support recreational services for the community; and

**WHEREAS**, this Council finds that reallocating \$1,000.00 through a budget amendment to the Recreation Department is 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 Resolution No: 296-2014, the 2015 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1010.0461 Legislative Body		
Travel and Conference	\$1,000.00	
A.7140.0448 Recreation - Other Services		\$1,000.00

RESOLUTION NO.: 95 - 2015

OF

APRIL 27, 2015

**A RESOLUTION DECLARING OLD COMPUTER EQUIPMENT AS SURPLUS  
AND AUTHORIZING THE DISPOSAL OF THE COMPUTER EQUIPMENT  
PURSUANT TO THE SURPLUS PROPERTY DISPOSITION POLICY  
AND PROCEDURES**

**WHEREAS**, the City of Newburgh Information Systems Technology Department has reported that it is in possession of the following old computer equipment; 142 desktops, 143 monitors, 20 servers, 10 laptops, 11 printers, 2 copiers, and 6 network switches which are no longer needed nor can they be of further use by or for City purposes; and

**WHEREAS**, it has been determined that said computer equipment cannot be used by any other department; and

**WHEREAS**, this Council has determined that disposing of the surplus computer equipment 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 said computer equipment be and are hereby declared to be surplus and of no further use to the City of Newburgh; and

**BE IT FURTHER RESOLVED**, that said computer equipment shall be disposed of pursuant to the Surplus Property Disposition Policy and Procedures.

123 Grand Street Inventory List - June 2014					
				Desktops=	142
<b>Equipment Type (PC with Monitor, Lap-top, Printer, Scanner)</b>	<b>Make</b>	<b>Model #</b>	<b>Serial #</b>	<b>Servers=</b>	<b>20</b>
Desktop	Dell	Optiplex 745	1K5DBD1	Laptop	10
Desktop	Dell	Optiplex 745	CK5DBD1	Printer	11
Desktop	Dell	Optiplex 745	6M5DBD1	Copier	2
Desktop	Dell	Optiplex 745	8L5DBD1	CRT	47
Desktop	Dell	Optiplex 745	6CL6BD1	LCD	96
Desktop	Dell	Optiplex 745	9M5DBD1	Switches	6
Desktop	Dell	Optiplex 745	8K5DBD1		
Desktop	Dell	Optiplex 745	2P50BD1		
Desktop	Dell	Optiplex 745	JK5DBD1		
Desktop	Dell	Optiplex 745	4N5DBD1		
Desktop	Dell	Optiplex 745	7M5DBD1		
Desktop	Dell	Optiplex 745	5N5DBD1		
Desktop	Dell	Optiplex 745	DM5DBD1		
Desktop	Dell	Optiplex 745	GM5DBD1		
Desktop	Dell	Optiplex 745	CBL6BD1		
Desktop	Dell	Optiplex 745	HL5DBD1		
Desktop	Dell	Optiplex 745	GK5DBD1		
Desktop	Dell	Optiplex 745	1DL6BD1		
Desktop	Dell	Optiplex 745	1M5DBD1		
Desktop	Dell	Optiplex 745	6K5DBD1		
Desktop	Dell	Optiplex 745	FL5DBD1		
Desktop	Dell	Optiplex 745	BCL6BD1		
Desktop	Dell	Optiplex 745	4M5DBD1		
Desktop	Dell	Optiplex 745	JBL6BD1		
Desktop	Dell	Optiplex 745	6N5DBD1		
Desktop	Dell	Optiplex 745	GCL6BD1		
Desktop	Dell	Optiplex 745	7CL6BD1		
Desktop	Dell	Optiplex 745	FZDP7D1		

Desktop	Dell	Optiplex 745	8ZDP7D1
Desktop	Dell	Optiplex 745	10FP7D1
Desktop	Dell	Optiplex 745	60FP8D1
Desktop	Dell	Optiplex 745	80FP7D1
Desktop	Dell	Optiplex GX620	7BLNGB1
Desktop	Dell	Optiplex GX620	HBLNGB1
Desktop	Dell	Optiplex GX620	F8LNGB1
Desktop	Dell	Optiplex GX620	GBLNGB1
Desktop	Dell	Optiplex GX620	78LNGB1
Desktop	Dell	Optiplex GX620	3CLNGB1
Desktop	Dell	Optiplex GX620	FBLNGB1
Desktop	Dell	Optiplex 755	JH050G1
Desktop	Dell	Optiplex 755	68VLDH1
Desktop	Dell	Optiplex GX520	GV5H3B1
Desktop	Dell	Optiplex GX520	JV5H3B1
Desktop	Dell	Optiplex GX280	36FRT61
Desktop	Dell	Optiplex GX280	H4PHV71
Desktop	Dell	Optiplex GX280	DWT8N51
Desktop	Dell	Precision 390	6XRW901
Desktop	Dell	Optiplex210L	DSXXCB1
Desktop	Dell	Optiplex210L	GSXXCB1
Desktop	Dell	Optiplex210L	4SXXCB1
Desktop	Dell	Optiplex210L	BSXXCB1
Desktop	Dell	Optiplex745	BZDP7D1
Desktop	Dell	Optiplex745	20FP7D1
Desktop	Dell	Optiplex745	30FP7D1
Desktop	Dell	GX620	97LNGB1
Desktop	Dell	GX620	G7LNGB1
Desktop	Dell	GX620	18LNGB1
Desktop	Dell	GX620	29LNGB1
Desktop	Dell	GX620	D8LNGB1
Desktop	Dell	GX620	JZCPX91
Desktop	Dell	GX620	9BLNGB1
Desktop	Dell	GX620	48LNGB1

Desktop	Dell	GX620	88LNGB1
Desktop	Dell	GX260	76MCY21
Desktop	Dell	GX260	88MCY21
Desktop	Dell	GX260	J6MCY21
Desktop	Dell	GX260	87MCY21
Desktop	Dell	GX260	46MCY21
Desktop	Dell	GX280	5YSD871
Desktop	Dell	GX280	C581L81
Desktop	Dell	GX280	2J3XO71
Desktop	Dell	Dimension 8200	JQ15511
Desktop	Dell	Optiplex gx260	38MCY21
Desktop	Dell	Optiplex gx260	26MCY21
Desktop	Dell	Optiplex gx260	D6MCY21
Desktop	Dell	Optiplex gx260	G5MCY21
Desktop	Dell	Optiplex gx260	G7MCY21
Desktop	Dell	Optiplex gx260	49MCY21
Desktop	Dell	Optiplex gx2860	4XFZM11
Desktop	Dell	Optiplex gx280	56FRT61
Desktop	Dell	Optiplex gx280	F5FRT61
Desktop	Dell	Optiplex gx280	FZFRT61
Desktop	Dell	Optiplex gx280	2ZHLP61
Desktop	Dell	Optiplex gx280	BZQHV71
Desktop	Dell	Optiplex gx620	123MN81
Desktop	Dell	Dimension 8200	DLHMJ11
Desktop	Dell	Dimension 8200	5Q38D11
Desktop	IBM	6794 37U	KA9N34W
Desktop	IBM	6794 37U	KA9N32G
Desktop	IBM	6794 37U	KA9N33Y
Desktop	IBM	6794 37U	KA9N32D
Desktop	IBM	6794 37U	KA8T314
Desktop	IBM	6794 37U	KA9N33R
Desktop	IBM	6794 37U	KA9N31T
Desktop	IBM	6794 37U	KA9N35B
Desktop	IBM	6794 37U	KA9N34V

Desktop	IBM	6794 37U	KA8T351
Desktop	IBM	6794 37U	KA8R396
Desktop	IBM	6794 37U	KA9N31V
Desktop	IBM	6794 37U	KA9N33G
Desktop	IBM	6794 37U	KA9N34Z
Desktop	IBM	6794 37U	KA8T323
Desktop	IBM	6794 37U	KA8T459
Desktop	IBM	6794 37U	KA8T255
Desktop	IBM	6794 37U	KA8T371
Desktop	IBM	6794 37U	KA9N35A
Desktop	IBM	6794 37U	KA9N32N
Desktop	IBM	MT-M-8191-B2U	KCBT90A
Desktop	IBM	MT-M-8191-B2U	KCBT90B
Desktop	IBM	MT-M-8191-B2U	KCBT90D
Desktop	IBM	MT-M-8191-B2U	KCBT90G
Desktop	Acer	Power FH	64304683327
Desktop	IBM	6794-37U	KA8T310
Desktop	IBM	6794-37U	KA8T265
Desktop	Dell	DCDO	5QHN3K1
Laptop	HP	Compaq6730b	CNU91301ZP
Laptop	HP	Compaq6730b	CNU9278150
Laptop	HP	Compaq6730b	CNU9257WHV
Laptop	HP	Compaq6730b	CNU9301X5N
Laptop	Dell	Latitud D630	HXH20G1
Desktop	Acer	PowerFH	64306484727
Desktop	Acer	PowerFH	64302597527
Desktop	Acer	PowerFH	70202596827
Desktop	Acer	PowerFH	64304682327
Desktop	Acer	PowerS285	70603991827
Desktop	Dell	Dimension 9150	B33M891
Desktop	IBM	MT-M-8191-B2U	KCPT90C
Desktop	HP	Compaq 6000	NV501UTHABA
Server	Dell	PowerEdge 1600SC	3K9FY21
Server	Dell	PowerEdge 1500SC	D25R811

Server	Dell	PowerEdge 1950	F17X9D1
Server	Dell	PowerEdge 2950	6QXVSC1
Server	Dell	PowerEdge 2950	4Y5DBC1
Server	Dell	PowerEdge 2950	JWCZ9D1
Server	Dell	PowerEdge 2950	JC0DBC1
Server	Dell	PowerEdge 2850	BCP7Q91
Server	Dell	PowerEdge 1950	BCRJFC1
Server	Dell	PowerEdge 1950	JKM4YB1
Server	Dell	PowerEdge 1950	GJ7X9D1
Server	HP	ProLiant ML350	311525-001
Printer	Cannon	S600	K10198
Printer	HP	Laserjet 4200n	USGNX
Printer	HP	Laserjet 4200n	CNBX108806
Printer	HP	Laserjet 1300	CNBB436756
Printer	HP	Laserjet 4100TN	USBDF04561
Printer	HP	DeskJet C2693a	SGOBN130CG
Printer	HP	LaserJet 1320tn	CNRC66Q1BY
Printer	HP	DeskJet 1000c	SG7B3130N1
Copier	Minolta	EP4702	162268
Copier	HP	C4266A	JPBLL77243
Laptop	Dell	Latitud D620	FHLY1B1
Laptop	Dell	Latitud E6400	40MCTL1
Laptop	Dell	PP18L	95K2VF1
Laptop	IBM	2652	GPAY9
Laptop	Dell	PP18L	6PFRDH1
Desktop	Dell	GX620	C9LNGB1
Desktop	Dell	GX620	99LNGB1
Desktop	Dell	GX620	FV5H3B1
Desktop	Dell	GX620	G8LNGB1
Desktop	Dell	Optiplex 745	5M5DBD1
Desktop	Dell	Optiplex 745	JZDP7D1
Desktop	Dell	Optiplex 745	2B80NC1
Desktop	Dell	Optiplex 745	70FP7D1
Desktop	Dell	Optiplex 745	D2DP7D1

Desktop	Dell	Optiplex 780	9WWR1P1
Server	Dell	Poweredge2800	3MLF461
Server	Dell	Poweredge 2800	F5M0861
Server	Dell	Poweredge 4600	N/a
Desktop	Dell	Optiplex 745	8B80NC1
Desktop	Dell	Optiplex 780	3WWR1P1
Desktop	Dell	Optiplex 760	DNT5BK1
Desktop	Dell	Optiplex GX280	35PHV71
Desktop	Dell	Optiplex GX620	HY3MN81
Desktop	Dell	Optiplex GX280	F4PHV71
Desktop	Dell	Optiplex GX280	3ZQHV71
Desktop	Dell	Optiplex GX280	1ZQHV71
Desktop	Dell	Optiplex GX280	HHQHV71
Printer	IBM	INFOPRINT 1312	N/a
Printer	IBM	INFOPRINT 1312	N/a
Printer	HP	Q3005A	CN3762B050
Server	N/a	N/a	QSVN82500515
Server	N/a	N/a	QSSL80303153
Server	Dell	EMS01	9WCZ9D1
Server	Dell	EMS01	4XCZ9D1
Server	Dell	EMS01	C002LC1
Switch	linksys	SLM2048	7QS0J100252
Switch	Cisco	2950	F0C094W0B2
Switch	PowerDsine	7006G	N08320505000017A02
Switch	PowerDsine	7024G	N08320503000015A04
Switch	PowerDsine	7024G	N08320503000014A04
Switch	Sonicwall	CSM2200	0006B127B7B4

RESOLUTION NO.: <sup>96</sup>\_\_\_\_\_ - 2015

OF

APRIL 27, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE A LEASE AND LEASE ADDENDUM  
WITH RICOH USA, INC. FOR THREE RICOH MPC3503 COPIERS  
FOR THE EXECUTIVE OFFICES, PLANNING AND DEVELOPMENT, AND  
RECREATION AT A COST OF \$578.82 PER MONTH  
FOR A PERIOD OF 60 MONTHS**

WHEREAS, the City of Newburgh's Executive Offices, Department of Planning and Development and Recreation are in need of new lease agreements for copiers to perform their statutory duties, assigned tasks and day-to-day operations; and

WHEREAS, a review of available equipment and systems has identified RICOH MPC3503 Copiers to be the most appropriate and cost-effective alternative; and

WHEREAS, the cost of each copier is \$192.94 per month, for a total monthly cost of \$578.82, for a period of 60 months; and

WHEREAS, such funds are established and shall be derived from Budget Line A.1670.0400; and

WHEREAS, a copy of said Lease and Lease Amendment are attached hereto; and

WHEREAS, this Council has reviewed such agreements and have determined that it is in the best interests of the City of Newburgh to enter into such agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute a Lease and Lease Amendment in substantially the same form as annexed hereto so as to acquire three RICOH MPC3503 Copiers and related services from RICOH USA, Inc. according to the terms therein stated at the cost of \$578.82 per month for 60 months.

Product Schedule Number: \_\_\_\_\_  
Master Lease Agreement Number: \_\_\_\_\_

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and Newburgh, City Of, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the \_\_\_\_\_ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and \_\_\_\_\_. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

#### CUSTOMER INFORMATION

<b>Newburgh, City Of</b>				<b>Glenn Kurkon</b>			
Customer (Bill To) <b>83 Broadway</b>				Billing Contact Name <b>83 Broadway</b>			
Product Location Address <b>Newburgh Orange NY 12550</b>				Billing Address (if different from location address) <b>Newburgh Orange NY 12550</b>			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (845) 569-7324				Billing Contact Facsimile Number		Billing Contact E-Mail Address gkurcon@cityofnewburgh-ny.gov	

#### PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH MPC3503
1	RICOH MPC3503

Qty	Product Description: Make & Model

#### PAYMENT SCHEDULE

<b>Minimum Term</b> (months)  <b>60</b>	<b>Minimum Payment</b> (Without Tax)  <b>\$ 578.82</b>	<b>Minimum Payment Billing Frequency</b> <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<b>Advance Payment</b> <input type="checkbox"/> 1 <sup>st</sup> Payment <input type="checkbox"/> 1 <sup>st</sup> & Last Payment <input type="checkbox"/> Other: _____								
<b>Guaranteed Minimum Images**</b> <table border="1"> <tr> <th>Black/White</th> <th>Color</th> </tr> <tr> <td><b>15,000</b></td> <td><b>0</b></td> </tr> </table>		Black/White	Color	<b>15,000</b>	<b>0</b>	<b>Cost of Additional Images*</b> <table border="1"> <tr> <th>Black/White</th> <th>Color</th> </tr> <tr> <td><b>\$.0067</b></td> <td><b>\$.05</b></td> </tr> </table>		Black/White	Color	<b>\$.0067</b>	<b>\$.05</b>
Black/White	Color										
<b>15,000</b>	<b>0</b>										
Black/White	Color										
<b>\$.0067</b>	<b>\$.05</b>										
<b>Meter Reading/Billing Frequency</b> <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____											

\* Based upon Minimum Payment Billing Frequency

\*\* Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

Sales Tax Exempt: ☒ YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) \_\_\_\_\_  
Addendum(s) attached: ☒ YES (check if yes and indicate total number of pages: 2)

#### TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."

Customer Initials  
Page 1 of 2

2. You, the undersigned Customer, have applied to us to use the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the terms and conditions on the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.** You acknowledge and agree that the Ricoh service commitments included on the "*Image Management Plus Commitments*" page attached to this Schedule (collectively, the "Commitments") are separate and independent obligations of Ricoh USA, Inc. ("Rico") governed solely by the terms set forth on such page. If we assign this Schedule in accordance with the Lease Agreement, the Commitments do not represent obligations of any assignee and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if we assign this Schedule in accordance with the Lease Agreement, our assignee will be, the party responsible for financing and billing this Schedule, including, but not limited to, the portion of your payments under this Schedule that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you expressly agree that Ricoh is an intended party beneficiary of your payment obligations hereunder, even if this Schedule is assigned by us in accordance with the Lease Agreement.
3. **Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Schedule. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images by the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
4. Additional Provisions (if any) are: \_\_\_\_\_

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<b>CUSTOMER</b> By: <b>X</b> _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	Accepted by: <b>RICOH USA, INC.</b> By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("RicoH"). The words "you" and "your" refer to you, our customer. You agree that Ricoh alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Ricoh or, if Ricoh assigns the Product Schedule to which this page is attached in accordance with the Lease Agreement (as defined in such Product Schedule), Ricoh's assignee, is the party responsible for financing and billing the Image Management Plus Product Schedule. The Service Commitments are only applicable to the equipment ("Product") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Product is accepted by you and apply during Ricoh's normal business hours, excluding weekends and Ricoh recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

## TERM PRICE PROTECTION

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

## PRODUCT SERVICE AND SUPPLIES

Ricoh will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding public holidays. Ricoh will also provide the supplies required to produce images on the Product covered under the Image Management Plus Product Schedule (other than non-metered Product and soft-metered Product). The supplies will be provided according to manufacturer's specifications. Ricoh reserves the right to assess a reasonable charge for supply shipments, including overnight delivery. If Ricoh determines that you have used more supplies than the manufacturer's recommended specifications, you will pay reasonable charges for those excess supplies and/or Ricoh may refuse you additional supply shipments. Optional supply items such as paper, staples and transparencies are not included.

## RESPONSE TIME COMMITMENT

Ricoh will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any Ricoh office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Product Schedule. Response time is measured in aggregate for all Product covered by the Image Management Plus Product Schedule.

## UPTIME PERFORMANCE COMMITMENT

Ricoh will service the Product to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to Ricoh and will end when the Product is again Operational. You agree to make the Product available to Ricoh for scheduled preventative and interim maintenance. You further agree to give Ricoh advance notice of any critical and specific uptime needs you may have so that Ricoh can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments, "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

## IMAGE VOLUME FLEXIBILITY AND PRODUCT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, Ricoh will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, Ricoh will present pricing options to conform to a new image volume. If you agree that additional product is required to satisfy your increased image volume requirements, Ricoh will include the product in the pricing options. The addition of product and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Plus Product Schedule that must be agreed to and signed by both parties to the Schedule. The term of the Amendment may not be less than the remaining term of the existing Image Management Plus Product Schedule but may extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of product may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

## PRODUCT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, you may reconfigure the Product by adding, exchanging, or upgrading to an item of Product with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment must be agreed to and signed by the parties to the Schedule, for a term not less than the remaining term of the existing Image Management Plus Product Schedule but may, in the case of an Amendment, extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. The Cost of Additional Images and the Minimum Payment of the new Image Management Plus Product Schedule will be based on any obligations remaining on the Product, the added product and new image volume commitment. Your Ricoh Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

## PERFORMANCE COMMITMENT

Ricoh is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If Ricoh fails to meet any Service Commitments and in the unlikely event that Ricoh is not able to repair the Product in your office, Ricoh, at Ricoh's election, will provide to you either the delivery of a temporary loaner, for use while the Product is being repaired at Ricoh's service center, or Ricoh will replace such Product with comparable Product of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Service Commitments. Customer's exclusive remedy shall be for Ricoh to re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with Ricoh's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

## ACCOUNT MANAGEMENT

Your Ricoh sales professional will, upon your request, be pleased to review your product performance metrics on a quarterly basis and at a mutually convenient date and time. Ricoh will follow up within 8 business hours of a call or e-mail to one of Ricoh's account management team members requesting a metrics review. Ricoh will, upon your request, be pleased to annually review your business environment and discuss ways in which Ricoh may improve efficiencies and reduce costs relating to your document management processes.

## QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local Ricoh office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. Ricoh is committed to responding to any questions regarding invoiced amounts for the use of the Product relating to the Image Management Plus Product Schedule within a 2 day timeframe. To ensure the most timely response please call 1-888-275-4566.

## MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Ricoh. Ricoh and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, Ricoh makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. In no event shall Ricoh be liable to you for any damages resulting from or related to any failure of any software, including but not limited to, loss of data or delay of delivery of services under these Service Commitments. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by Ricoh, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. To the extent allowed by law Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising from its failure to comply with any such legal requirements or obligations. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Product will ONLY be serviced by a "RicoH Certified Technician". If any software, systems support or related connectivity services are included as part of these Service Commitments as determined by Ricoh, Ricoh shall provide any such services at your location set forth in the Image Management Plus Product Schedule as applicable, or on a remote basis. You shall provide Ricoh with such access to your facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services. You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoh may place automated meter reading units on imaging devices, including but not limited to the Product, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Ricoh agrees that such units will be used by Ricoh solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes.



Ricoh USA, Inc.  
70 Valley Stream Parkway  
Malvern, PA 19355

### Additional Equipment/Product and/or Multiple Location Addendum

This ADDITIONAL EQUIPMENT/PRODUCT and/or MULTIPLE LOCATION ADDENDUM (this "Addendum"), dated as of the 15 day of April, 2015, is to that certain agreement/product schedule no. \_\_\_\_\_ - \_\_\_\_\_ (the "Agreement"), between Ricoh USA, Inc. ("we" or us") and \_\_\_\_\_ Newburgh, City Of \_\_\_\_\_ as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. The equipment/product description and location set forth in the Agreement shall refer to, and/or include, the equipment/product and locations listed below:

#### EQUIPMENT/PRODUCT DESCRIPTION & LOCATION

Qty	Description: Make & Model	Street Address/City/State/Zip (complete only if address is different from Equipment/Product Location Address on Agreement)
1	RICOH MPC3503	401 Washington St, Newburgh, NY 12550

2. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

**CUSTOMER**

**Ricoh USA, Inc.**

**X**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Authorized Signer Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Authorized Signer Name

\_\_\_\_\_  
Title



[NEW YORK]  
Ricoh USA, Inc.  
70 Valley Stream Parkway  
Malvern, PA 19355

THIS ADDENDUM (this "Addendum"), dated as of the 15 day of April, 2015, is to that certain Master Lease Agreement no. \_\_\_\_\_ (the "Agreement"), dated as of the 15 day of April, 2015, between Ricoh USA, Inc. ("we" or "us") and \_\_\_\_\_ Newburgh, City Of \_\_\_\_\_, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. Section 16 of the Agreement shall be amended by adding the following sentence at the end of such Section: "If required by law, the provisions of Section 109 of the New York General Municipal Law are incorporated herein by reference."
2. Section 18(b) of the Agreement shall be amended and restated to read as follows:

"(b) Non-Appropriation of Funds. You intend to remit all Payments and other amounts due to us for the entire term of this Lease Agreement and each Schedule to this Lease Agreement if funds are legally available. You reasonably believe that moneys in an amount sufficient to remit all such Payments and amounts can and will lawfully be appropriated and made available to permit your continued utilization of the Product and the performance of its essential function during the entire term of this Lease Agreement and each Schedule to this Lease Agreement. The person in charge of preparing your budget will include in each of your fiscal budgets a request for all Payments to become due in such fiscal period and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal period sufficient to pay all Payments coming due therein. We acknowledge that appropriation of moneys for Payments is a governmental function which you cannot contractually commit yourself in advance to perform, and neither this Lease Agreement nor any Schedule to this Lease Agreement constitutes such a commitment. In the event you are not granted an appropriation of funds for any Product subject to any Schedule to this Lease Agreement at any time during the term of such Schedule, at least thirty (30) days prior to the end of your fiscal period, your chief financial officer shall certify in writing to us that funds have not been appropriated for the next fiscal period and, thereafter you shall have the right to return all, but not less than all, of such Product, at your sole expense, in accordance with Section 14 of this Lease Agreement and terminate the Payments under such Schedule on the last day of the fiscal period for which appropriations were received by remitting to us all Payments and other amounts which are due and have not been paid at or before the end of such fiscal period.

This Lease Agreement and each Schedule to this Lease Agreement shall be deemed executory only to the extent of monies appropriated and available

for the purpose of such Schedule, and no liability on account thereof shall be incurred by the Customer beyond the amount of such monies. The lease obligation under a Schedule to this Lease Agreement is not a general obligation of the Customer. Neither the full faith and credit nor the taxing power of the Customer are pledged to the payment of any amount due or to become due under such lease under a Schedule to this Lease Agreement. It is understood that neither this Lease Agreement, any Schedule to this Lease Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of this Lease Agreement or any Schedule to this Lease Agreement.”

3. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

**IN WITNESS WHEREOF**, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

**CUSTOMER**

**Ricoh USA, Inc.**

**X**

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Authorized Signer Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Authorized Signer Name

\_\_\_\_\_  
Title



## MASTER MAINTENANCE & SALE AGREEMENT

CUSTOMER INFORMATION					
Legal Name	Newburgh, City Of				
Bill To Address	83 Broadway				
City	Newburgh	State	NY	Zip Code	12550

This Master Maintenance & Sale Agreement ("Agreement") sets forth the specific terms and conditions under which Ricoh USA, Inc. ("RicoH") agrees to sell the specific equipment, software, and/or hardware ("Products") identified on an Order (defined below) entered into hereunder and/or provide the services identified on an Order ("Services") entered into hereunder to Customer (defined above) from time to time. Either party may terminate the "master" arrangement contemplated by this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order Form (each an "Order") placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any.

The following terms shall apply to all Service transactions:

1. **Services.** (a) In order to obtain Services from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an "Order"). Each Order must identify the specific equipment to be serviced, the term of the Service engagement, the location at which Services shall be performed and the applicable Service charges for such Order. Ricoh will not be responsible to provide Services for equipment, in the event the term or locations are not identified on the Order accepted by Ricoh.

(b) Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Failure to permit Ricoh to repair or replace the Serviced Products shall result in a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. Except for hard drives on Customer-owned equipment, all parts removed due to replacement will become the property of Ricoh.

(c) The Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) (unless covered under an extended hour service contract) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper or staples, unless expressly provided for in this Order; (vi) repairs and/or service calls resulting from attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; and (xi) repairs of damage or increase in service time caused by force majeure events. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "RicoH Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on RicoH Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. Customer is responsible for disconnecting, repairing and re-connecting unauthorized attachments or components.

3. **Reconditioning.** Reconditioning and similar major overhauls of Serviced Products may be covered by applicable manufacturer warranties, but are not covered by this Agreement or any Order. If Ricoh determines that such actions may be necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Serviced Products in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the Service Charges payable under the Order).

4. **Engineering Changes.** Engineering changes, determined applicable by Ricoh, will be controlled and installed by Ricoh. Engineering changes which provide additional capabilities to the Ricoh Equipment (defined below) covered herein will be made at Customer's request at Ricoh's applicable time and material rates then in effect.

5. **Term.** Each Order shall become effective on the effective date of the Order and shall continue for the term identified in the Order. At the expiration of the initial term or any extended term of the Order, it will automatically, subject to applicable law and without further action required by either party, renew for an additional twelve (12) month period, provided that Customer is not then in default. The contracted rate will be adjusted to Ricoh's then-prevailing rates, to be reflected in an automatic increase as of the renewal date, and Customer expressly consents to such adjustment without additional notice.

6. **Early Termination.** Customer may terminate any Order under this Agreement prior to its maturity so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. For an Order having an initial term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, the following early termination fee ("Termination Fee"): (i) if the

# RICOH

termination occurs in months one (1) through twelve (12) of the term of such Order, an amount equal to twelve (12) times the "Monthly Service Charge" (as defined below) payable under such Order; (ii) if the termination occurs in months thirteen (13) through twenty-four (24), an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs anytime after the twenty-fourth (24<sup>th</sup>) month, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current term of such Order. For an Order having an initial term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the base Monthly Service Charge or the number of months remaining under the initial term of such Service Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in this Order; or (ii) in the event this Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

7. **Service Charges.** (a) Service charges ("Service Charges") will be set forth on an Order and will be payable by the Customer in advance. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) the Toner Inclusive Program (if applicable) is based on manufacturer supply consumption rates. Delivery of supplies will not exceed agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies. Customer agrees to pay when due, all taxes, where applicable, related to an Order, excluding taxes on the income of Ricoh. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the contract. Unless otherwise expressly agreed to in writing, if the term of this Order exceeds twelve (12) months, the Service Charges and any rate expressly set forth in any Order may be increased by Ricoh up to ten percent (10%) annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice.

8. **Use Of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Product or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Product. If so terminated, Customer will be offered Service on a "Per Call" basis at Ricoh's then-prevailing time and material rates.

(b) If Ricoh determines that Customer has used more supplies than the manufacturer's recommended specifications as provided by Ricoh, Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments. Customer agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, Ricoh reserves the right to estimate the meter readings from previous meter readings and Customer agrees to pay Service Charges based on such estimated meter reads. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings.

(c) As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades. The meter count and other information collected by @Remote ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. @Remote cannot and does not collect Customer document content or user information. Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to market research consultants in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. The @Remote technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to @Remote. In the event Customer does not rely on automatic meter reading devices or equipment monitoring services; Ricoh reserves the right to assess a surcharge for manual meter reads in addition to the Service Charges.

9. **Basic Connectivity Services.** If any software, system support or related connectivity Services are specifically set forth on an Order and accepted by Ricoh, Ricoh shall provide any such Services at the Customer's location set forth in the Order, as applicable, or on a remote basis. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such Services. Customer acknowledges that Ricoh's performance of any such Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order, as applicable. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

10. **IT Services and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh by executing and delivering to Ricoh an Order for acceptance and by executing a Statement of Work ("SOW") setting forth the specific services to be provided. The applicable Order applies to Ricoh IT Services or other professional services (the "ITS/PS Services"). Ricoh shall provide any such ITS/PS Services at the Customer's location(s) or on a remote basis as set forth in the SOW. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such ITS/PS Services. Customer acknowledges that Ricoh's performance of any



such ITS/PS Services are dependent upon Customer's timely and effective performance of its responsibilities as set forth in the SOW. Estimated delivery and/or service schedules contained in any Order or SOW are non-binding estimates. Intellectual property rights, if any, arising from the ITS/PS Services provided under any SOW shall remain the property of Ricoh.

11. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

12. **Insurance.** At all times during the term of this Agreement, each party agrees to obtain and maintain in effect the following policies of insurance written as primary coverage and not contributing with or in excess of any coverage which each party may carry. These policies will be issued by an insurance carrier with a Best's rating of at least A, VII, which affords the following coverages through self insurance or otherwise: (a) Workers' Compensation Insurance for all such party's employees, including coverage under the applicable state and federal laws where the work will be performed. Each party shall also require that all of its subcontractors maintain similar Workers' Compensation coverage. (b) Employer's Liability Insurance, typically coverage B of the Workers' Compensation policy, with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease. Each party shall also require that all of its subcontractors maintain similar Employer's Liability coverage. (c) Commercial General Liability Insurance that includes the other party as an additional insured. Limits shall be a minimum of: \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$2,000,000 annual aggregate. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Each party shall also require that all of its subcontractors maintain similar general liability insurance. Customer shall provide satisfactory evidence of above coverage and failure to provide or request satisfactory evidence of said coverage does not represent a waiver of the requirements for insurance coverage noted above.

13. **Indemnification.** Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party, up to a maximum of \$1,000,000, to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

**The following terms shall apply to all Product sale transactions:**

14. **Order, Delivery and Acceptance.** In order to purchase Products from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an "Order"). Each Order must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products or Services for which such information is not provided in an Order accepted by Ricoh. Unless otherwise agreed upon by both parties in writing, (a) delivery of Products to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, actual delivery by such vehicle to Customer shipping point, shall constitute delivery to Customer, and (b) Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

15. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

**The following terms shall apply to all transactions:**

16. **Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply (a) if the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, or, (b) if the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications or (c) if a defective or improper

# RICOH

non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) if the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR LOST PROFITS, LOSS OF REVENUE, OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT, OR THE SUBJECT MATTER HEREOF, OR THE USE OR PERFORMANCE OF THE RICOH EQUIPMENT OR THE LOSS OF USE OF THE RICOH EQUIPMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER, IF ANY, UNDER THIS AGREEMENT, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO RICOH THEREUNDER DURING THE ONE-YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Customer must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the third party supplier of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier.

17. **Data Management.** The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Serviced Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer.

18. **Payment; Risk of Loss; Taxes.** Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. All remedies hereunder or at law are cumulative; provided, however, that the sole remedy of Customer for any Services not performed in accordance with the Service terms set forth in this Agreement shall be the prompt and proper re-performance of such Services at no additional charge. Unless otherwise agreed upon by both parties in writing, Customer assumes all risk of theft, loss or damage, no matter how occasioned, to all Products covered by this Agreement following delivery by Ricoh to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, delivery by such vehicle to Customer shipping point. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

19. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any renewal thereof. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the early termination fee described in the Early Termination Section above.

20. **Confidentiality; Non-Solicitation; Independent Contractors.** Except for the purposes set forth in the applicable Order, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

21. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation strikes, lockout,

# RICOH

fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

22. **Advice of Counsel.** Customer represents and warrants that it has obtained or has had the opportunity to obtain the advice of legal counsel of its choice prior to executing this Agreement and thereby executes this Agreement knowingly and willingly after receiving such legal advice.

23. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement; supersedes all proposals, oral and written, and all other communications between the parties relating to the Products; and may not be amended except in writing signed by an officer or authorized representative of Ricoh. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements, including but not limited to, statements or representations made in sales presentations or sales proposals, by any Ricoh agent, employee or representative that differ in any way from the terms of this Agreement shall be given no force or effect. This Agreement shall be governed solely by these terms and conditions, notwithstanding the inclusion of any additional or different terms and conditions in any order document of any kind issued by Customer at any time. Purchase Orders issued by Customer for Products and/or Services from Ricoh, even if they do not expressly reference or incorporate this Agreement, shall be subject to this Agreement and service only to identify the Products and/or Service ordered and shall not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

## CUSTOMER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## RICOH USA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

RESOLUTION NO.: <sup>97</sup>\_\_\_\_\_ - 2015

OF

APRIL 27, 2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH  
CALLING ON THE GOVERNOR, THE NEW YORK STATE ASSEMBLY AND  
THE NEW YORK STATE SENATE TO ENACT  
THE “ABANDONED PROPERTY NEIGHBORHOOD RELIEF ACT OF 2015”**

**WHEREAS**, in the wake of the financial crisis of 2008, there has been a marked increase in New York State in the incidence of vacant and abandoned residential properties securing delinquent mortgages, which properties frequently fall into disrepair, thus devaluing neighboring properties and harming the larger community; and

**WHEREAS**, these vacant and abandoned residential properties have become a blight in the City of Newburgh and in many similarly situated neighborhoods across New York State because the properties are often boarded up, dilapidated, unsafe, inhabited by squatters or used for criminal purposes; and

**WHEREAS**, an accumulation in a community of vacant and abandoned residential properties that are not properly secured or maintained for extended periods can cause a marked decline in that community’s real estate market and the state’s property tax base; and

**WHEREAS**, there are documented instances of such properties being used by criminals to manufacture and/or distribute illegal drugs, thus leading to an increased likelihood of crime in and around the property and neighboring community; and

**WHEREAS**, the City of Newburgh and similarly situated municipalities across New York State are often forced to expend taxpayer funds to prevent vacant and abandoned residential properties from becoming a public hazard, thereby depleting limited local resources; and

**WHEREAS**, the City of Newburgh and similarly situated municipalities across New York State are often forced to expend taxpayer funds to investigate and determine the ownership, occupancy and foreclosure status of vacant and abandoned residential properties in order to ensure that, where applicable, the mortgagee is complying with current obligations under Federal, State and/or local law to secure and maintain the property, thereby further depleting limited local resources; and

**WHEREAS**, relevant provisions of existing State law, enacted in 2009, governing the maintenance of abandoned residential properties impose a duty on plaintiff-mortgagees to maintain

vacant residential properties only *after* a judgment of foreclosure and sale has been entered by a court; and

**WHEREAS**, this recent State law has in many instances proven inadequate to address the growing number of vacant and abandoned properties falling into disrepair in the City of Newburgh and in many similarly situated municipalities across New York State because many such properties are not subject to a pending foreclosure action, and many that are subject to a pending foreclosure have not proceeded, and will not in the foreseeable future proceed, to a court judgment of foreclosure and sale; and

**WHEREAS**, there is evidence showing that many current and former New York homeowners have been misled into believing they need to leave their homes earlier in the foreclosure process than the law actually requires, thus resulting in even more vacant and abandoned residential properties throughout our communities; and

**WHEREAS**, the “Abandoned Property Neighborhood Relief Act of 2015” (A. 06932, S.04781) would help the City of Newburgh and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by creating a statewide registry of such properties that can be electronically accessed by such municipalities; and

**WHEREAS**, the “Abandoned Property Neighborhood Relief Act of 2015” would help the City of Newburgh and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by imposing a duty on mortgagees and their loan servicing agents to promptly report these properties to the statewide registry and take earlier, *pre-foreclosure*, action to identify, secure and maintain such vacant and abandoned properties; and

**WHEREAS**, the “Abandoned Property Neighborhood Relief Act of 2015” would help the City of Newburgh and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by providing a much needed and readily available source of information on vacant and abandoned residential properties to local officials throughout the State; and

**WHEREAS**, the “Abandoned Property Neighborhood Relief Act of 2015” would help the City of Newburgh and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by establishing an “Abandoned Property Neighborhood Relief Fund,” comprised of civil penalties collected by the Attorney General in enforcement actions under the Act, which Neighborhood Relief Fund monies would be expended by the Attorney General in the form of Enforcement Assistance Grants to counties, cities, towns and villages to assist localities across the State in their own enforcement efforts under the Act; and

**WHEREAS**, the “Abandoned Property Neighborhood Relief Act of 2015” would help the City of Newburgh and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by also establishing a statewide toll-free hotline that community residents can use to report suspected vacant and abandoned properties to the Attorney General and receive information regarding the status of registered properties, including the identity of the mortgagee or agent responsible for maintaining them; and

**WHEREAS**, the “Abandoned Property Neighborhood Relief Act of 2015” would help the City of Newburgh and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by ensuring that homeowners are provided with clear and early notice that they are legally entitled to remain in their homes until ordered to leave by a court;

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Newburgh hereby calls on the Governor, the New York State Assembly and the New York State Senate to promptly enact the “Abandoned Property Neighborhood Relief Act of 2015;” and

**BE IT FURTHER RESOLVED**, that the City Clerk is hereby directed to transmit certified copies of this Resolution to Governor Andrew Cuomo, N.Y. Assembly Member Frank Skartados and N.Y. Senator William Larkin.

RESOLUTION NO.: <sup>98</sup>\_\_\_\_\_ - 2015

OF

APRIL 27, 2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH  
DECLARING ITS INTENT TO BE LEAD AGENCY UNDER THE  
STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) WITH RESPECT TO THE  
NORTHEAST ORANGE COUNTY INTERMUNICIPAL WATER SUPPLY PROJECT,  
DECLARING THE PROJECT TO BE AN UNLISTED ACTION, CONSIDERING  
AN ENVIRONMENTAL ASSESSMENT FORM (EAF) AND REFERRING SAME  
TO INVOLVED AND INTERESTED AGENCIES**

**WHEREAS**, the City of Newburgh, the Town of Newburgh and the Town of New Windsor (the “Municipalities”) share a particular interest in water supply and the prospects of constructing interconnections for sharing water supply and upgrading the City of Newburgh’s water treatment facility (the “Northeast Orange County Inter-municipal Water Supply Project” or “Project”) which would serve the subject municipalities and their municipal customers of the Town of Cornwall and the Town of Marlboro in the Northeast section of Orange County and Southern Ulster County and would provide a sustainable return on investment for all involved parties; and

**WHEREAS**, the City of Newburgh is identified as the primary existing water supplier in the Northeast Orange County Water Supply Feasibility Study, dated November 2010; and

**WHEREAS**, by Resolution No. 263-2010 of November 22, 2010, Resolution No. 136-2012 of August 12, 2012 and Resolution No. 119-2014 of May 12, 2014, the City Council of the City of Newburgh authorized participation in a number of joint activities with the Orange County Water Authority and the Municipalities seeking funding for the Project; declaring its intention to enter into inter-municipal agreements in connection with the Project; and adopting the findings, conclusions and recommendations of the Northeast Orange County Water Supply Project Facility Plan dated April 2014; and

**WHEREAS**, the City of Newburgh proposes to undertake the Northeast Orange County Inter-municipal Water Supply Project in compliance with the terms of State law and does hereby wish to review the project in accordance with the State Environmental Quality Review Act (SEQRA); and

**WHEREAS**, in compliance with SEQRA, the City Council of the City of Newburgh wishes to declare its intent to assume Lead Agency status, classify the project as an Unlisted action

requiring a coordinated review, proposes to accept an Environmental Assessment Form (“EAF”) and refer the EAF to the involved and interested agencies;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York as follows:

1. That the City Council of the City of Newburgh hereby declares its intent to assume Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. That this Council classifies the action as an Unlisted for which a coordinated review is necessary; and
3. That this Council proposes to accept the Environmental Assessment Form (“EAF”) attached hereto; and
4. That this Council authorizes the City Manager to circulate said Long Environmental Assessment Form to "Involved Agencies" and “Interested Agencies”.

**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Sponsor Information.**

<b>Name of Action or Project:</b> Northeast Orange County Inter-municipal Water Supply Project		
<b>Project Location (describe, and attach a general location map):</b> City of Newburgh and the Towns of Newburgh and New Windsor		
<b>Brief Description of Proposed Action (include purpose or need):</b> <p>As described in the Northeast Orange County Water Supply Project Facility Plan, the City of Newburgh and the Towns of Newburgh and New Windsor, &amp; through them the Towns of Marlborough and Cornwall, are dependent on the NYC aqueduct system for which shutdowns are planned. Interconnections are proposed between the City of Newburgh and the Towns of Newburgh and New Windsor that will allow the three water systems to operate relatively independent of the NYC aqueduct system; provide for water supply capacity to address times when the NYC aqueduct supply is unavailable, provide for improved reliability among all three municipal supplies (and Marlborough and Cornwall) and provide additional water supply capacity to address future growth projected in northeast Orange County. NYCDEP is proposing to provide funding to be used towards designing the Tri-Municipal interconnections. Three interconnections are proposed: a 5,600 foot interconnection between Washington Lake WTP and the Towns of Newburgh and New Windsor on Route 300; a 150 linear foot interconnection between Town of Newburgh High Zone and Town of New Windsor Stewart Airport Zone; and a 2,900 linear foot interconnection between City of Newburgh and Town of New Windsor at Lake Street. A continuation of the description of the proposed action, including a map, is annexed as Attachment 'A'.</p>		
<b>Name of Applicant/Sponsor:</b> City of Newburgh as lead agency		<b>Telephone:</b> 845-569-7353
		<b>E-Mail:</b> mciaravino@cityofnewburgh-ny.gov
<b>Address:</b> 83 Broadway		
<b>City/PO:</b> Newburgh	<b>State:</b> NY	<b>Zip Code:</b> 12550
<b>Project Contact (if not same as sponsor; give name and title/role):</b> Michael Ciaravino, City Manager, City of Newburgh		<b>Telephone:</b> 845-569-7353
		<b>E-Mail:</b> mciaravino@cityofnewburgh-ny.gov
<b>Address:</b> 83 Broadway		
<b>City/PO:</b> Newburgh	<b>State:</b> NY	<b>Zip Code:</b> 12550
<b>Property Owner (if not same as sponsor):</b>		<b>Telephone:</b>
		<b>E-Mail:</b>
<b>Address:</b>		
<b>City/PO:</b>	<b>State:</b>	<b>Zip Code:</b>

## B. Government Approvals

**B. Government Approvals, Funding, or Sponsorship.** ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	City Council (N); Town Boards (N&NW); for funding, undertaking, zoning. See Att "B"	unknown
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Towns of Newburgh and New Windsor for site plan approval. See Att "B"	unknown
c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYC for funding agreement See Att "B"	unknown
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Orange County DOH for municipal water supply connections. See Att "B"	unknown
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEC for water supply, wetlands permits; DOT for highway work permits; see Att "B"	unknown
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	USACOE for general permit, wetlands, 404 cert. See Att "B"	unknown
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

## C. Planning and Zoning

### C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

### C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No  
 If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☒ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☒ No

If Yes, identify the plan(s):

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c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

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**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No  
If Yes, what is the zoning classification(s) including any applicable overlay district?  
Commercial and residential

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☒ No

c. Is a zoning change requested as part of the proposed action? ☒ Yes ☐ No  
If Yes,

i. What is the proposed new zoning for the site? Protection or Washington Lake water quality in mitigation for increased use

**C.4. Existing community services.**

a. In what school district is the project site located? Newburgh Enlarged City School District,

b. What police or other public protection forces serve the project site?

City or Newburgh Police Department, Town of Newburgh Police Department, Town of New Windsor Police Department

c. Which fire protection and emergency medical services serve the project site?

Various fire departments

d. What parks serve the project site?

many Town and City parks

**D. Project Details****D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? installation of pipelines, pump stations and interconnection of water supply systems and mitigation for impacts on Washington Lake

b. a. Total acreage of the site of the proposed action? 3,000 linear feet acres

b. Total acreage to be physically disturbed? 3,000 linear feet acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 3,000 linear feet acres

c. Is the proposed action an expansion of an existing project or use? ☒ Yes ☐ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % NA Units: NA

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☒ No

iii. Number of lots proposed? \_\_\_\_\_

iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will proposed action be constructed in multiple phases? ☐ Yes ☒ No

i. If No, anticipated period of construction: 12 months

ii. If Yes:

- Total number of phases anticipated \_\_\_\_\_
- Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year
- Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_

f. Does the project include new residential uses? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>				
If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
If Yes,	
i. Total number of structures _____	
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length	
iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: <span style="float: right;"><input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____</span>	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>	
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)	
If Yes:	
i. What is the purpose of the excavation or dredging? <u>laying pipelines</u>	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
• Volume (specify tons or cubic yards): <u>1-3,000 cu. yds.</u>	
• Over what duration of time? <u>12 months</u>	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.	
<u>excavation to lay pipeline along or under roadway.. Material will be replaced after pipeline is laid.</u>	
iv. Will there be onsite dewatering or processing of excavated materials? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
If yes, describe. _____	
v. What is the total area to be dredged or excavated? <u>3,000 linear feet</u> acres	
vi. What is the maximum area to be worked at any one time? <u>unknown</u> acres	
vii. What would be the maximum depth of excavation or dredging? <u>10 feet</u>	
viii. Will the excavation require blasting? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
ix. Summarize site reclamation goals and plan: _____	
<u>Material will be replaced after pipeline is laid and surface paving restored</u>	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>	
If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): <u>Proposed action will result in drawdown of Washington Lake and possibly drawdown of nearby wetland adjacent to Thruway, and possibly Brown's Pond, located in the Towns of Newburgh and New Windsor</u>	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:  
Proposed action will result in drawdown of Washington Lake and possibly drawdown of nearby wetland adjacent to Thruway, and possibly Brown's Pond, located in the Towns of Newburgh and New Windsor

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iii. Will proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☒ No  
 If Yes, describe: \_\_\_\_\_

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☒ No  
 If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

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c. Will the proposed action use, or create a new demand for water? ☒ Yes ☐ No  
 If Yes:

i. Total anticipated water usage/demand per day: 8.85 M gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☒ Yes ☐ No  
 If Yes:

- Name of district or service area: City of Newburgh
- Does the existing public water supply have capacity to serve the proposal? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☒ Yes ☐ No
- Do existing lines serve the project site? ☒ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☒ Yes ☐ No  
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
See description of proposed action at Part I.A.
- Source(s) of supply for the district: Washington Lake, Brown's Pond, Catskill Aqueduct

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☒ No  
 If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), maximum pumping capacity: N.A. gallons/minute.

---

d. Will the proposed action generate liquid wastes? ☒ Yes ☐ No  
 If Yes:

i. Total anticipated liquid waste generation per day: unknown gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_  
alum sludge

---

iii. Will the proposed action use any existing public wastewater treatment facilities? ☒ Yes ☐ No  
 If Yes:

- Name of wastewater treatment plant to be used: City of Newburgh Wastewater Treatment Plant
- Name of district: City of Newburgh – upgrade needed for sludge processing
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☒ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☒ No

<ul style="list-style-type: none"> <li>Do existing sewer lines serve the project site?</li> <li>Will line extension within an existing district be necessary to serve the project?</li> </ul> <p>If Yes:</p> <ul style="list-style-type: none"> <li>Describe extensions or capacity expansions proposed to serve this project: _____</li> </ul>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?	
If Yes: <ul style="list-style-type: none"> <li>Applicant/sponsor for new district: _____</li> <li>Date application submitted or anticipated: _____</li> <li>What is the receiving water for the wastewater discharge? _____</li> </ul>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans): _____ N.A.	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ None	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes:	
i. How much impervious surface will the project create in relation to total size of project parcel? -0- Square feet or _____ acres (impervious surface) -0- Square feet or _____ acres (parcel size)	
ii. Describe types of new point sources. _____ Construction activities	
iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ existing stormwater management facilities	
<ul style="list-style-type: none"> <li>If to surface waters, identify receiving water bodies or wetlands: _____</li> </ul>	
<ul style="list-style-type: none"> <li>Will stormwater runoff flow to adjacent properties?</li> </ul>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, identify:	
i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)	
ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____ power generation	
iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
ii. In addition to emissions as calculated in the application, the project will generate:	
<ul style="list-style-type: none"> <li>_____ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)</li> <li>_____ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)</li> <li>_____ Tons/year (short tons) of Perfluorocarbons (PFCs)</li> <li>_____ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)</li> <li>_____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)</li> <li>_____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)</li> </ul>	

<p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>			
<p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>			
<p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend  <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p>ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p>			
<p>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>			
<p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade to, an existing substation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>			
<p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ 8 am to 5 pm</li> <li>• Saturday: _____ 8 am to 5 pm</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ continuous</li> <li>• Saturday: _____ continuous</li> <li>• Sunday: _____ continuous</li> <li>• Holidays: _____ continuous</li> </ul> </td> </tr> </table>		<p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ 8 am to 5 pm</li> <li>• Saturday: _____ 8 am to 5 pm</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>	<p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ continuous</li> <li>• Saturday: _____ continuous</li> <li>• Sunday: _____ continuous</li> <li>• Holidays: _____ continuous</li> </ul>
<p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ 8 am to 5 pm</li> <li>• Saturday: _____ 8 am to 5 pm</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>	<p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ continuous</li> <li>• Saturday: _____ continuous</li> <li>• Sunday: _____ continuous</li> <li>• Holidays: _____ continuous</li> </ul>		

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:  <u>excavators, machinery during construction. see hours above.</u></p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>Describe: _____</p>	
<p>n. Will the proposed action have outdoor lighting? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:          _____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>Describe: _____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:          _____          _____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally describe proposed storage facilities: _____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):          _____          _____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> <li>• Construction: _____ tons per _____ (unit of time)</li> <li>• Operation : _____ tons per _____ (unit of time)</li> </ul> <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>• Operation: _____</li> </ul> <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>• Operation: _____</li> </ul>	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_

ii. Anticipated rate of disposal/processing:

- \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or
- \_\_\_\_\_ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_

ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_

iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: \_\_\_\_\_

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: \_\_\_\_\_

#### E. Site and Setting of Proposed Action

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☒ Urban ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): \_\_\_\_\_

ii. If mix of uses, generally describe: \_\_\_\_\_

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			no change
• Forested			no change
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			no change
• Agricultural (includes active orchards, field, greenhouse etc.)			no change
• Surface water features (lakes, ponds, streams, rivers, etc.)			no change
• Wetlands (freshwater or tidal)			no change
• Non-vegetated (bare rock, earth or fill)			no change
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No  
i. If Yes: explain: \_\_\_\_\_

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☒ No  
If Yes,  
i. Identify Facilities: \_\_\_\_\_  
\_\_\_\_\_

e. Does the project site contain an existing dam? ☒ Yes ☐ No  
If Yes:  
i. Dimensions of the dam and impoundment:  
• Dam height: Washington Lake 30'; Brown's Pond 36' feet  
• Dam length: Washington Lake 2300'; Brown's Pond 560' feet  
• Surface area: Washington Lake 168; Brown's Pond 300 acres  
• Volume impounded: Washinton L 3275 af; Brown's P 1538 af gallons OR acre-feet  
ii. Dam's existing hazard classification: Washington Lake -- C High Hazard; Brown's Pond -- C High Hazard  
iii. Provide date and summarize results of last inspection: \_\_\_\_\_  
\_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No  
If Yes:  
i. Has the facility been formally closed? ☐ Yes ☐ No  
• If yes, cite sources/documentation: \_\_\_\_\_  
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: \_\_\_\_\_  
\_\_\_\_\_

iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_  
\_\_\_\_\_

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☒ No  
If Yes:  
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: \_\_\_\_\_  
\_\_\_\_\_

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☒ Yes ☐ No  
If Yes:  
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☒ Yes ☐ No  
☐ Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
☒ Yes – Environmental Site Remediation database Provide DEC ID number(s): See Att "C"  
☐ Neither database  
ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
\_\_\_\_\_

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☒ Yes ☐ No  
If yes, provide DEC ID number(s): See Att "C"  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):  
Unknown  
\_\_\_\_\_

v. Is the project site subject to an institutional control limiting property uses? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
<ul style="list-style-type: none"> <li>• If yes, DEC site ID number: _____</li> <li>• Describe the type of institutional control (e.g., deed restriction or easement): _____</li> <li>• Describe any use limitations: _____</li> <li>• Describe any engineering controls: _____</li> <li>• Will the project affect the institutional or engineering controls in place? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></li> <li>• Explain: _____</li> </ul>	
<b>E.2. Natural Resources On or Near Project Site</b>	
a. What is the average depth to bedrock on the project site? <span style="float: right;">_____ see Att "C" feet</span>	
b. Are there bedrock outcroppings on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site: <span style="float: right;">_____ see Att "C" _____ %</span> <span style="float: right;">_____ %</span> <span style="float: right;">_____ %</span>	
d. What is the average depth to the water table on the project site? Average: <span style="float: right;">_____ see Att "C" feet</span>	
e. Drainage status of project site soils: <input type="checkbox"/> Well Drained: _____ % of site <input type="checkbox"/> Moderately Well Drained: _____ % of site <input type="checkbox"/> Poorly Drained: _____ % of site	
f. Approximate proportion of proposed action site with slopes: <input type="checkbox"/> 0-10%: _____ % of site <input type="checkbox"/> 10-15%: _____ % of site <input type="checkbox"/> 15% or greater: _____ % of site	
g. Are there any unique geologic features on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes, describe: <u>see Att "C"</u>	
h. Surface water features.	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>	
ii. Do any wetlands or other waterbodies adjoin the project site? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>	
If Yes to either i or ii, continue. If No, skip to E.2.i.	
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>	
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:	
<ul style="list-style-type: none"> <li>• Streams: Name <u>see Att "C"</u> Classification _____</li> <li>• Lakes or Ponds: Name <u>Washington Lake, Brown's Pond</u> Classification _____</li> <li>• Wetlands: Name <u>see Att "C"</u> Approximate Size _____</li> <li>• Wetland No. (if regulated by DEC) <u>see Att "C"</u></li> </ul>	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If yes, name of impaired water body/bodies and basis for listing as impaired: _____	
i. Is the project site in a designated Floodway? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
j. Is the project site in the 100 year Floodplain? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
k. Is the project site in the 500 year Floodplain? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes:	
i. Name of aquifer: <u>Principal aquifer See Att "C"</u>	

<p>m. Identify the predominant wildlife species that occupy or use the project site:  <u>see Att "C"</u> _____          _____</p>	
<p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>          If Yes:              i. Describe the habitat/community (composition, function, and basis for designation): _____              ii. Source(s) of description or evaluation: _____              iii. Extent of community/habitat:                  • Currently: _____ acres                  • Following completion of project as proposed: _____ acres                  • Gain or loss (indicate + or -): _____ acres</p>	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>   <u>see Att "C"</u></p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>   <u>see Att "C"</u></p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>          If yes, give a brief description of how the proposed action may affect that use: _____          _____</p>	
<p><b>E.3. Designated Public Resources On or Near Project Site</b></p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>          If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>              i. If Yes: acreage(s) on project site? _____              ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>          If Yes:              i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature              ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____              _____              _____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>          If Yes:              i. CEA name: _____              ii. Basis for designation: _____              iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input checked="" type="checkbox"/> Historic Building or District	
ii. Name: Belknap stone house see Att "C"	
iii. Brief description of attributes on which listing is based:	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. Describe possible resource(s):	
ii. Basis for identification:	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. Identify resource:	
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.):	
iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. Identify the name of the river and its designation:	
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

#### F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

#### G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name City of Newburgh Date \_\_\_\_\_

Signature \_\_\_\_\_ Title City Manager

**PRINT FORM**

FULL ENVIRONMENTAL ASSESSMENT FORM  
ATTACHMENT "A"

PROPOSED ACTION: TRI-MUNICIPAL INTERCONNECTIONS  
FOR BACKUP WATER SUPPLY

NAME OF APPLICANT: CITY OF NEWBURGH

CONTINUATION OF: PART 1.A

## ATTACHMENT "A"

### Continuation of Description of Proposed Action (Part 1-A)

As described generically in Section 5.1 of the Northeast Orange County Water Supply Project Facility Plan (Washington Lake Water Treatment Plant Upgrades), and in addition to the description at Part 1-A, the proposed action includes the following:

1. Design and selection of a fifth constant speed spare Raw Water Pump to replace the existing Raw Water Pump No. 3. Analyze the impact of scour on internal piping for the required duration of raw water pumping.
2. Review of the mixing energy for the flash mix tanks.
3. Analysis of the sedimentation tanks for conformance with 10 States Standards, including maximum recommended velocity and settling time. Design retrofit accordingly for plate settlers and alternative means of sludge collection (ie. hoseless Cable-Vac).
4. Design of gates along both sides of the orifices from the influent channel to the eastern sedimentation basins. Perform Computational Fluid Dynamic (CFD) modeling to verify the sedimentation basin influent channel improvements necessary to control flow distribution. Analyze the basins' capability for higher loading rates and obtain approval for such operation if appropriate.
5. Design and selection of either a spare pump, or a design to replace the existing Finished Water Pump No.1 with a higher rate pump to provide redundancy.
6. Review and analyze the existing filter media to assess impacts of higher flow rates. Design new filter underdrains. Design and specify new filter media if necessary.
7. Analyze bulk storage of Sodium Hypochlorite and design modifications to system or additional storage as necessary. Provide recommendations for any upgrades to the pumps related to the Sodium Hypochlorite.
8. Design and specify a bulk storage tank for phosphate to provide 30-day storage for future flow conditions.
9. Design and specify large capacity PACL, PAC and KMNO<sub>4</sub> pumps to accommodate future flow conditions. Also, specify standby or redundant spare pumps as appropriate.
10. Perform a Tracer Study to determine disinfection credit (CT) and assess Giardia and virus inactivation. Provide locations and schematics for additional sampling points within the plant for the purposes of measuring chlorine residual prior to the first user.

11. CCTV, prepare condition assessment, and provide remediation designs as necessary for the sewer pipe which receives discharge water from the Water Treatment Plant to the point of connection to the West Trunk Sewer.

12. Perform dive inspection on the Washington Lake Gatehouse and provide detailed condition assessment inclusive of gates, valves, intake piping, etc. Perform CCTV of intake piping from Gate House to WTP. Perform capacity assessment of structure. Perform dive inspection on abandoned North Gatehouse to confirm correct abandonment of intake piping. CCTV as necessary.

13. Design and specify dewatering centrifuge or other method as appropriate to most efficiently collect, treat and remove sludge from the Plant.

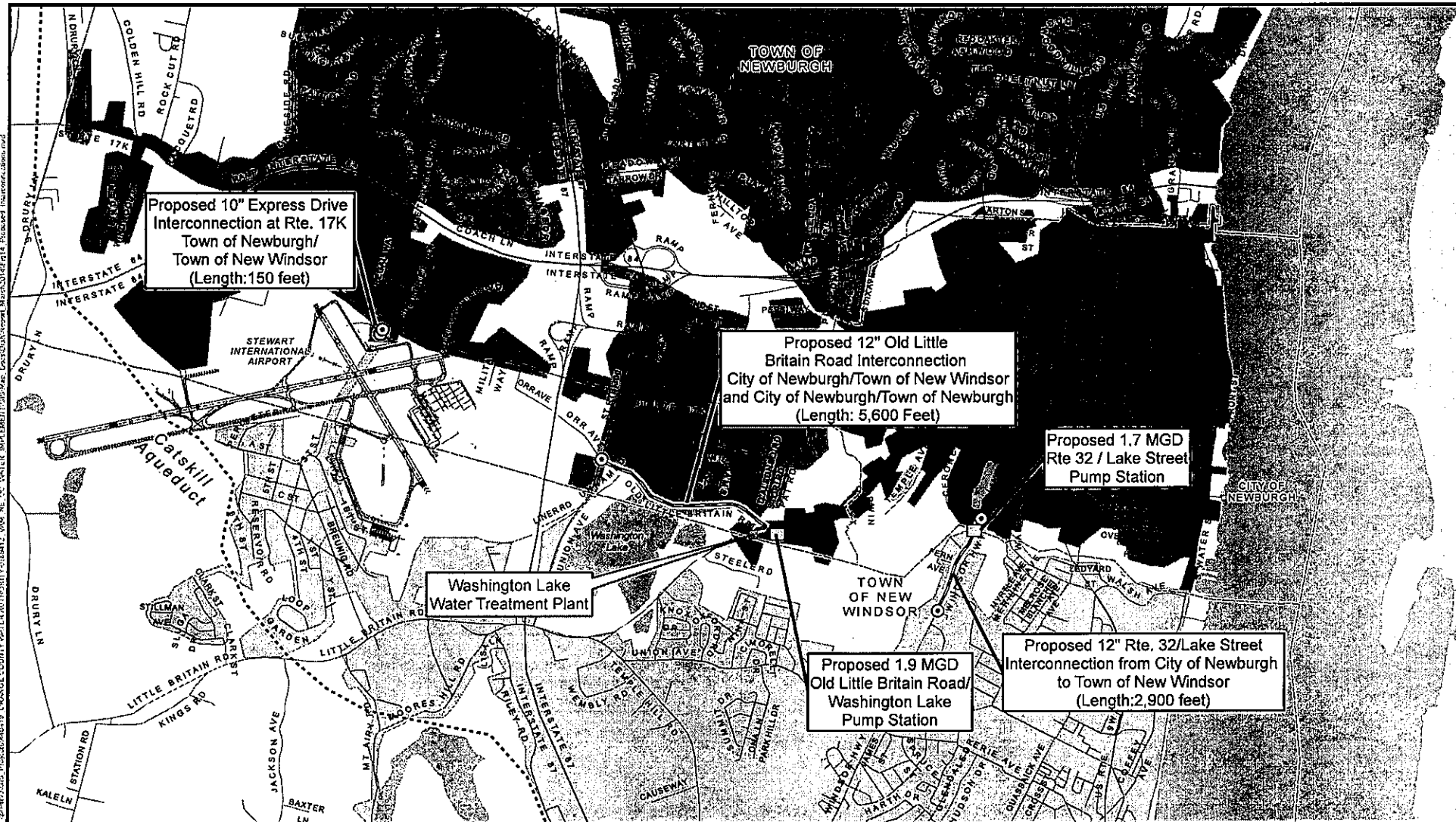
14. Investigate the cause of a turbidity spike which occurred in 2012 and provide recommendations as appropriate.

15. Evaluate Total Organic Carbon removal and the effects on generation of disinfection byproducts. Evaluate the possibility for disinfection byproduct violations and provide design alternatives to remediate the condition.

16. Coordinate with WTP Operator and staff to operate Plant at anticipated flow production levels to assess hydraulic capacity and evaluate other treatment plant processes at the increased rate.

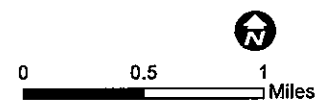
17. Develop draft watershed protection measures inclusive of proposed zoning code changes, SDS inspection and maintenance programs, and other measures by working with the City of Newburgh to identify key areas of hazards and potential for contamination within the watershed that could affect the water to be made available to the Municipalities.

18. Develop and review easements, agreements and associated engineering, legal, title and survey work related to this water sharing project.

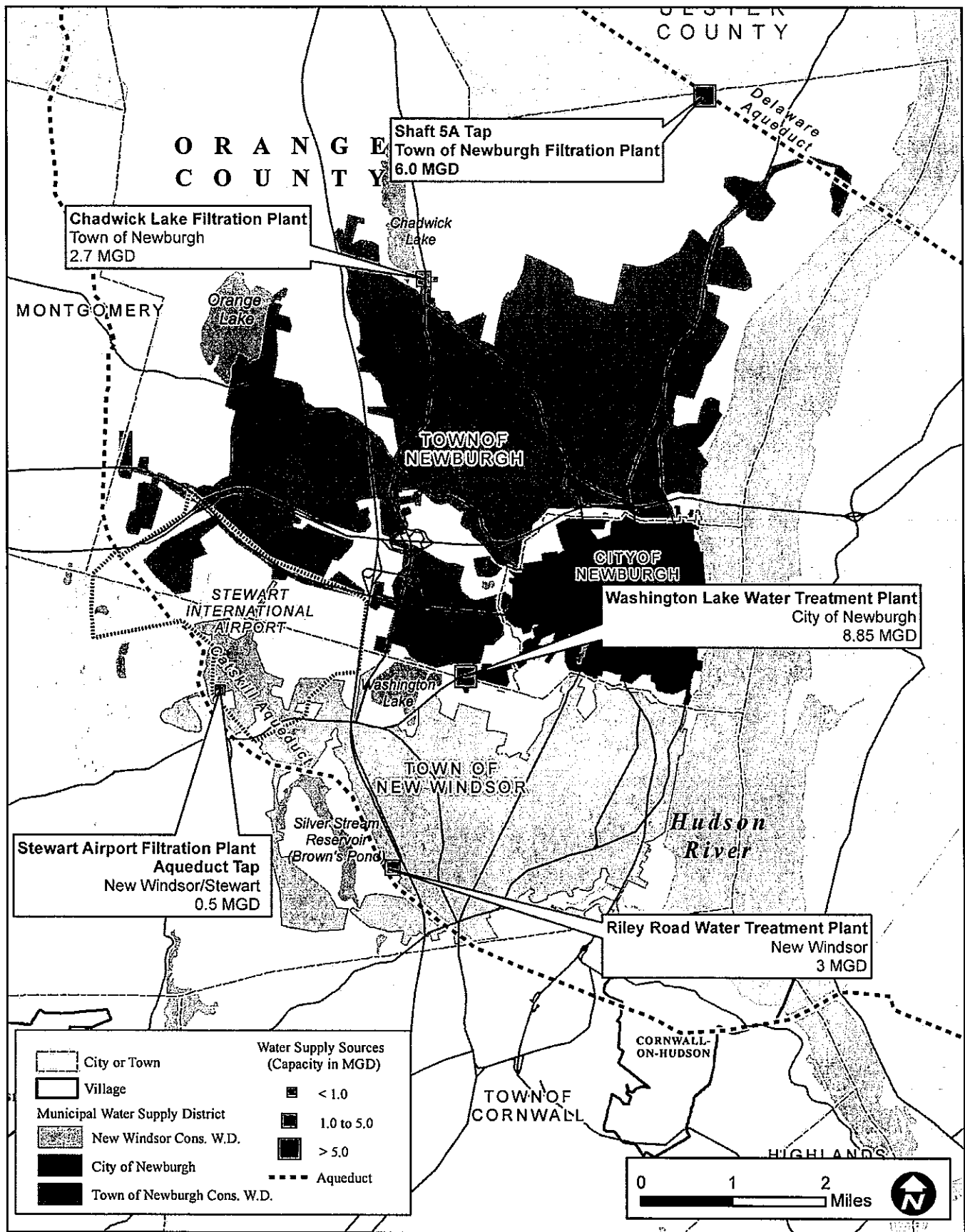


**HDR** Orange County Water Authority  
Northeast Water Supply Project  
Facility Plan

- |                                  |                         |                                 |
|----------------------------------|-------------------------|---------------------------------|
| ○ Proposed Interconnection Point | □ Proposed Pump Station | Municipal Water Supply District |
| — Proposed Interconnection Line  | ---- Aqueduct           | □ New Windsor Cons. W.D.        |
| ■ Water Treatment Plant          |                         | ■ City of Newburgh W.D.         |
|                                  |                         | ■ Town of Newburgh Cons. W.D.   |



**Figure 14**  
Northeast Orange County  
Proposed Interconnections  
April 2014



FULL ENVIRONMENTAL ASSESSMENT FORM  
ATTACHMENT "B"

PROPOSED ACTION: TRI-MUNICIPAL INTERCONNECTIONS  
FOR BACKUP WATER SUPPLY

NAME OF APPLICANT: CITY OF NEWBURGH

CONTINUATION OF: PART 1.B

# ATTACHMENT "B"

**Table A-1: List of Potential Permits and Approvals**

Agency	Permit/Approval	Code Reference	Threshold	Regulated Activity
<b>Federal</b>				
<b>U.S. Army Corps of Engineers</b>	Section 404 - Clean Water Act (NWP 12)	33 CFR Part 330	1/2 acre of fill within waters of the US, 200 linear feet of stream	Work within Waters of the US resulting in greater than ½ acre of fill into waters of the US or 200 linear feet of streams.
<b>U.S. Army Corps of Engineers</b>	Section 404 - Clean Water Act (NWP 33)	33 CFR Part 330	200 linear feet of stream	Work within Waters of the US resulting in greater than ½ acre of fill into waters of the US or 200 linear feet of streams.
<b>State</b>				
<b>New York State Department of Environmental Conservation</b>	401 Water Quality Certification	33 CFR Part 330	N/A	Placement of fill or activities that result in discharges into jurisdictional waterbodies.
<b>New York State Department of Environmental Conservation</b>	Natural Heritage Program Consultation	6 NYCRR 617	N/A	SEQRA review and application for state and federal permits.
<b>New York State Department of Environmental Conservation</b>	Freshwater Wetlands Permit	Article 24 of Environmental Conservation Law	N/A	Work or fill within mapped NYSDEC wetlands and/or the 100 foot adjacent area.
<b>New York State Department of Environmental Conservation</b>	Incidental Take Permit	6 NYCRR 182	N/A	Any activity that is likely to result in the take or a taking of any species listed as endangered or threatened
<b>New York State Office of Parks, Recreation and</b>	Consultation	6 NYCRR 617	N/A	SEQRA review and any activity that is likely to result in impacts to

Table A-1: List of Potential Permits and Approvals

Agency	Permit/Approval	Code Reference	Threshold	Regulated Activity
<b>Historic Preservation</b>				archeologically sensitive areas and places listed on the National Register of Historic Places.
<b>New York State Department of Environmental Conservation</b>	SEQRA Determination	6 NYCRR 617	N/A	Any Project including Type I or Unlisted actions.
<b>New York State Department of Environmental Conservation</b>	SWPPP - SPDES General Permit	6 NYCRR 750	1 Acre soil disturbance	Construction activities resulting in soil disturbance on 1 acre or more.
<b>New York State Department of Transportation</b>	Highway Work Permit Application for Utility Work	17 NYCRR 128	N/A	Work within a State Highway.
<b>New York State Department of Transportation</b>	Special Hauling Permit	17 NYCRR Section 385	See Legal Length and Weight Limits on form PERM 71	Hauling oversized or over weight loads.
<b>New York State Department of State</b>	Coastal Zone Consistency Assessment	15 CFR 930	N/A	Project is located within the Coastal Area Boundary.
<b>New York State Department of Health</b>	Approval of Plans for Public Water Supply Improvement	10 NYCRR Part 5	N/A	Addition or modification of water supply systems.
<b>County</b>				
<b>Orange County Department of Public Works</b>	Special Hauling Permit	17 NYCRR Section 385	See Legal Length and Weight Limits on form PERM 71	Hauling oversized or over weight loads.

Table A-1: List of Potential Permits and Approvals

Agency	Permit/Approval	Code Reference	Threshold	Regulated Activity
<b>Orange County Department of Public Works</b>	Permit for work on County Road	Section 136 of Highway Law	N/A	Work within a County Road.
<b>Local</b>				
<b>City of Newburgh</b>	Building Permit	City Code 122	N/A	Construction of buildings or structures.
<b>City of Newburgh</b>	Street Opening Permit	City Code 263-14	N/A	Work performed within a City roadway.
<b>Town of New Windsor</b>	Building Permit	Town Code 107-4	N/A	Construction of buildings or structures.
<b>Town of New Windsor</b>	Soil erosion and sediment control flow and/or a SWPPP	Town Code 249-4	N/A	Any project requiring a building permit or site plan approval.
<b>Town of New Windsor</b>	Road Opening Permit	Town Code 252-50	N/A	Work performed within a Town roadway
<b>Town of Newburgh</b>	Building Permit	Town Code 71-8	N/A	Construction of buildings or structures.
<b>Town of Newburgh</b>	Stormwater Management Plan	Town Code 157-4	N/A	Any project requiring a building permit or site plan approval.
<b>Town of Newburgh</b>	Clearing and Grading Permit	Town Code 83-6	N/A	Clearing, grading, excavation, filling and site preparation within wetlands, 100-foot adjacent areas, and 100-YR floodplains.

### 1.1.6 Federal Permits and Approvals

Wetlands and watercourses (collectively called “Waters of the United States”) are regulated by the United States Army Corps of Engineers (USACE) and subject to regulation by the Clean Water Act. No NWI wetlands or watercourses were identified upon review of the NWI maps, however, any wetland or watercourses identified during a field investigation would be regulated as “Waters of the United States.”

FULL ENVIRONMENTAL ASSESSMENT FORM  
ATTACHMENT "C"

PROPOSED ACTION: TRI-MUNICIPAL INTERCONNECTIONS  
FOR BACKUP WATER SUPPLY

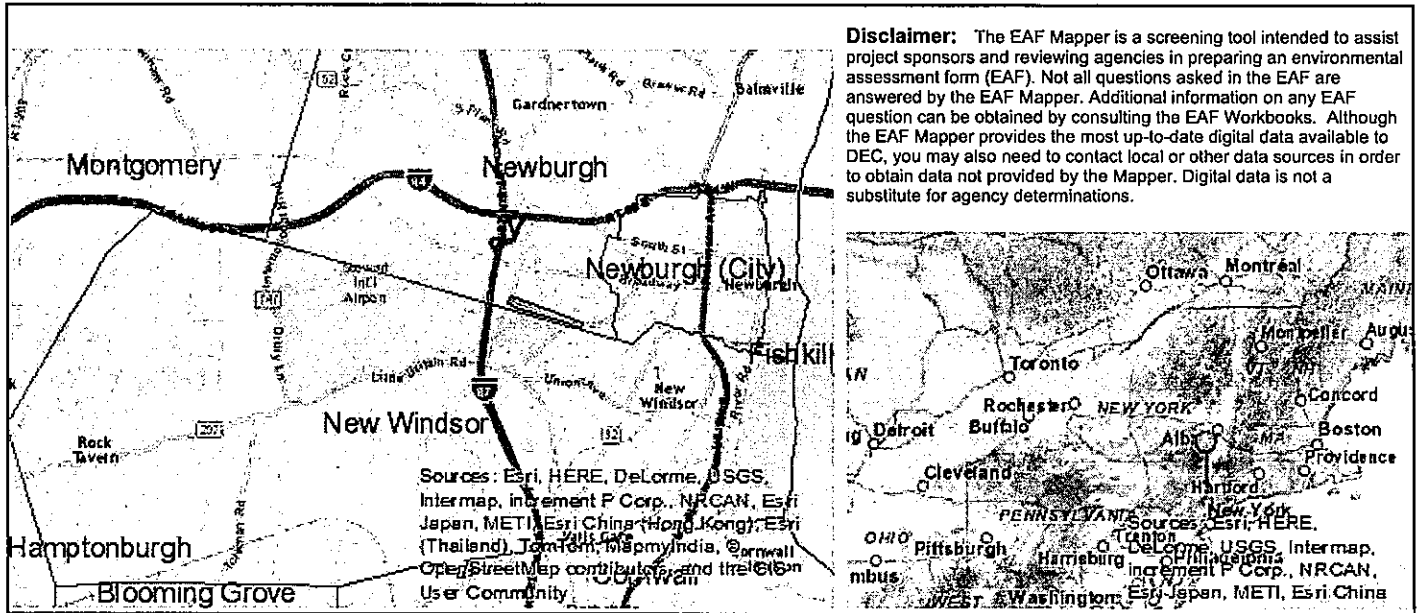
NAME OF APPLICANT: CITY OF NEWBURGH

CONTINUATION OF: PART 1.D & E

# EAF Mapper Summary Report

OLD LITTLE BRITAIN ROAD

Wednesday, April 22, 2015 10:18 AM

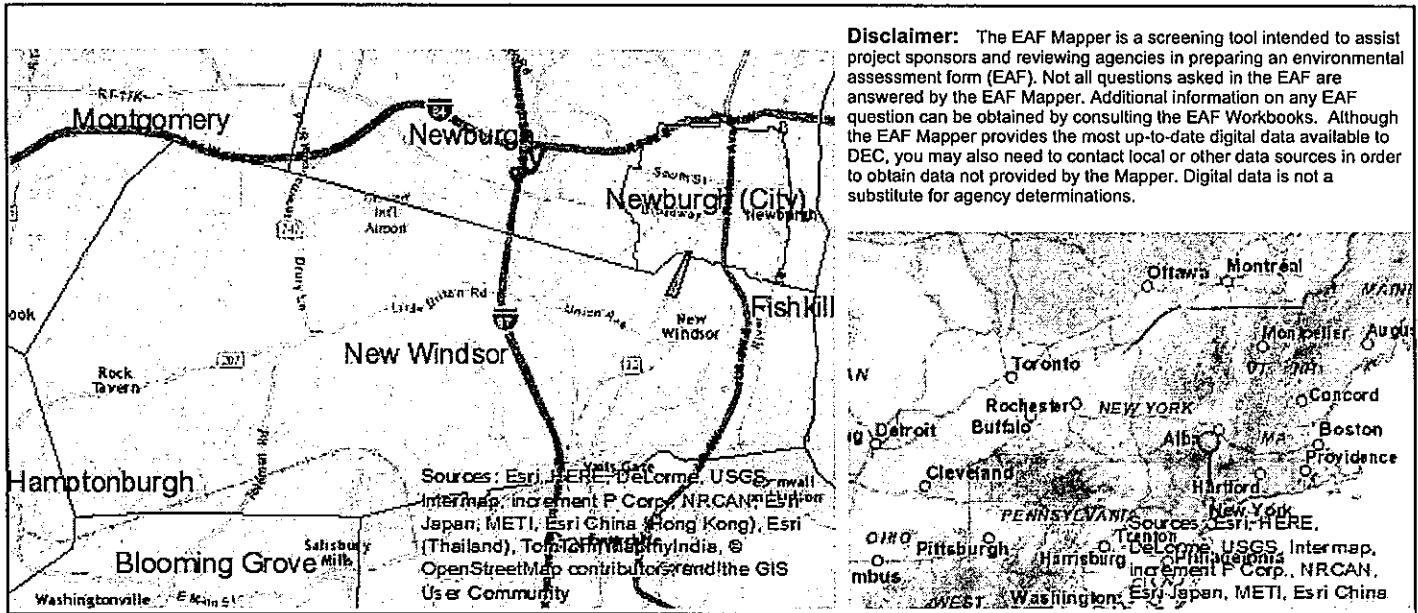


B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	Remediation Sites: V00312
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.j [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	V00312
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	V00312, 336037, 336019
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No

E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d. [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

## EAF Mapper Summary Report

Wednesday, April 22, 2015 10:14 AM

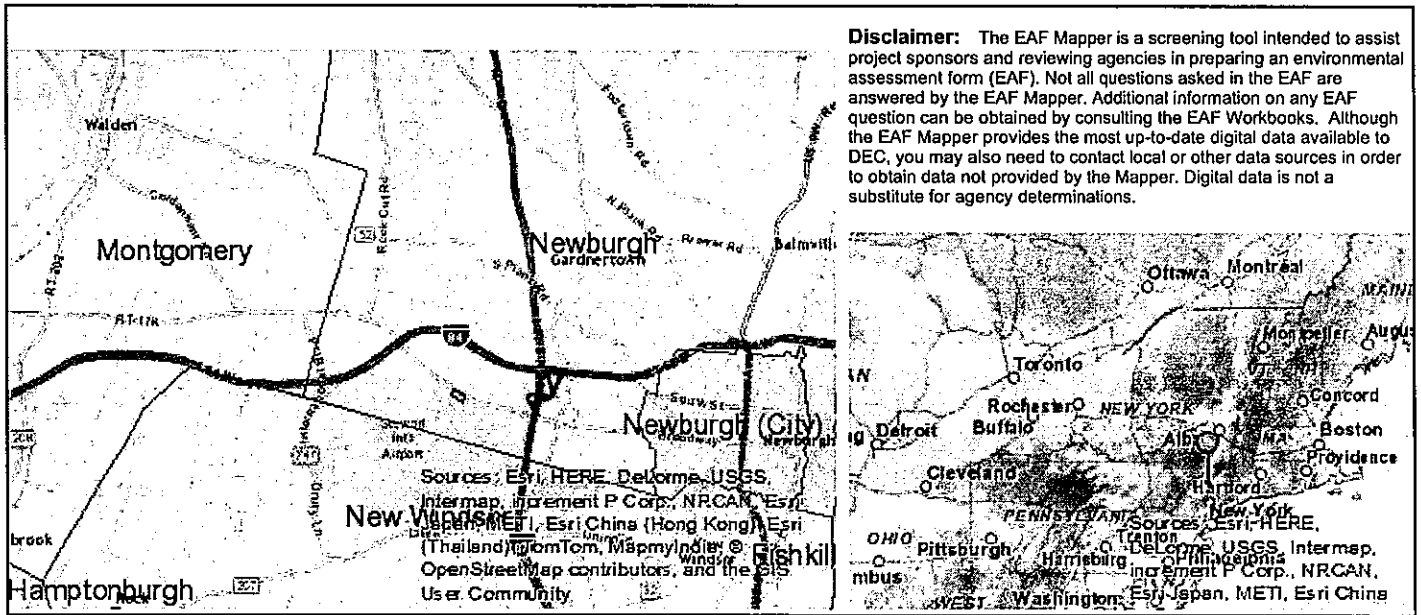


B.1.i [Coastal or Waterfront Area]	Yes
B.1.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	336076, V00135
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No

E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

# EAF Mapper Summary Report

Wednesday, April 22, 2015 10:23 AM



B.1.i [Coastal or Waterfront Area]	No
B.1.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	Belknap Stone House
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

RESOLUTION NO.: 99 - 2015

OF

APRIL 27, 2015

**A RESOLUTION DESIGNATING MOBILE LIFE SUPPORT SERVICES, INC.  
AS THE DESIGNATED PROVIDER OF EMERGENCY MEDICAL SERVICES  
FOR THE CITY OF NEWBURGH IN ACCORDANCE WITH THE TERMS OF  
AN AGREEMENT BETWEEN THE PARTIES AND AUTHORIZING THE  
CITY MANAGER TO EXECUTE A RENEWAL OF SAID AGREEMENT**

**WHEREAS**, by Resolution No. 73 - 2006 of April 10, 2006 the City of Newburgh entered into a contract with Mobile Life Support Services, Inc. ("MLSS") to provide Emergency Medical Services ("EMS") in and for the City of Newburgh; and

**WHEREAS**, by Resolution No. 68-2011 of March 28, 2011, the City of Newburgh renewed the contract with MLSS for an additional 2 year agreement in the form attached hereto; and

**WHEREAS**, by Resolution No. 59-2013 of March 25, 2013, the City of Newburgh renewed the contract with MLSS for an additional 2 year agreement in the form attached hereto; and

**WHEREAS**, the parties wish to designate MLSS as the provider of EMS for the City of Newburgh and renew the terms of said agreement for another two year term on condition that MLSS will continuously provide its resources sufficient to meet the EMS needs of the City of Newburgh and its citizens; and

**WHEREAS**, the City of Newburgh shall not be liable for any costs or expenses to MLSS in this regard; and

**WHEREAS**, a copy of such agreement is annexed hereto and made a part of this resolution; and

**WHEREAS**, the City Council has examined such agreement and determined it to be in the best interests of the City of Newburgh to enter into such agreement;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute and enter into an agreement with Mobile Life Support Services, Inc. in the form attached hereto.

## AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 MOBILE LIFE SUPPORT SERVICES, INC. ("MLSS"), a firm with principal offices at 3188 Route 9W, New Windsor, New York 12553, hereinafter referred to as "VENDOR."

### ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement.

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 become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. 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. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

### ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES beginning April 1, 2015, and ending March 31, 2017.

### ARTICLE 3. 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 4. 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 5. INDEPENDENT CONTRACTOR

In performing the SERVICES 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/or supplying of the goods 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 6. 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.

#### ARTICLE 7. 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 8. 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 9. 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, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. 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.

Except for Workers' Compensation and professional liability, 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.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Employer's liability or similar insurance	\$1,000,000 each occurrence
Automobile liability	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Comprehensive General Liability, including Broad form contractual Liability, bodily injury and property damage	\$1,000,000 aggregate \$2,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$2,000,000 each claim

VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with these 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 10. 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 and supplied 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 11. 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 12. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods 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 13. TERMINATION

The CITY may, by written notice to VENDOR effective six (6) months upon mailing and failure of VENDOR to cure within such six (6) month period, terminate this Agreement in whole upon the material default of VENDOR to comply with any of the terms or conditions of this agreement, or (ii) upon the VENDOR becoming insolvent or bankrupt.

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 14. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County.

#### ARTICLE 15. 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 16. 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 Schedule A, which supersedes any other understandings or writings between or among the parties.

#### ARTICLE 17. 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, 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 or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional 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 or Change Order.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

MOBILE LIFE SUPPORT SERVICES, INC.

BY: \_\_\_\_\_  
MICHAEL G. CIARAVINO,  
CITY MANAGER  
Per Resolution No.

BY: \_\_\_\_\_  
SCOTT WOEBSE  
VICE PRESIDENT & COO

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SCHEDULE A  
SCOPE OF SERVICES

PROPOSAL TO PROVIDE  
**EMERGENCY MEDICAL  
SERVICES,  
RESPONSE AND TRANSPORT  
FOR THE  
CITY OF NEWBURGH**



SUBMITTED BY  
**MOBILE LIFE SUPPORT  
SERVICES, INC.**

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March 24, 2011

Mayor Nicholas Valentine, and  
Members of the City Council  
City Hall  
83 Broadway  
Newburgh, New York 12550

Dear Mayor Valentine and City Council Members:

This year Mobile Life Support Services will celebrate its 30<sup>th</sup> year of service to the City of Newburgh and communities throughout the Hudson Valley. Mobile Life Support Services was born on Dubois Street, and has continued to reinvest in itself and continued to grow, and has become a nationally recognized EMS agency of excellence. As a women-owned business, City of Newburgh property owner and taxpayer, I am extremely proud to be one of the City's success stories. I am also pleased that throughout the thirty years *we have never charged the City for the EMS coverage we provide, and we have no intention of doing so in the future.*

As our current contract expires on April 1, 2011, I would like to submit the attached EMS proposal for your consideration. This proposal is based upon a two (2) year agreement. I believe it will address any questions or concerns regarding our current and future performance as well as including some future initiatives including:

- A 911 Response Time *better* than the recognized national standard. If Mobile Life fails to achieve this standard, A penalty clause will be implemented.
- Creation of an Emergency Services Task Force
- Providing CPR training and defibrillators to the City in a Healthy Newburgh Program.
- Recruitment, training, and employment of eligible City residents for EMS careers.
- Becoming the lead sponsor for the annual Newburgh Night Out Against Crime.
- Detailed descriptions of the other ancillary services that we make available to the City.

I sincerely hope you will consider this proposal and grant us the opportunity to continue to serve the community where Mobile Life Support Services started three

decades ago. It might also be both helpful and educational for you to see first-hand the technology and people that are working behind the scenes to make sure that you have highly trained EMS professionals respond in a timely manner when and where you need them. I invite you to tour our facility at your convenience. Thank you.

In service,

Gayle Metzger RN, BA  
President and CEO  
Mobile Life Support Services, Inc.

Proposal to Provide

Emergency Medical Services  
(EMS)  
For the  
City of Newburgh

Proposal to Provide  
Emergency Medical Services (EMS)  
For the City of Newburgh

Under this two (2) year proposal, Mobile Life Support Services (MLSS) would offer the City of Newburgh the following services that would provide a state-of-the-art, comprehensive Emergency Medical Service (EMS) Plan of coverage to the City and its residents *at no cost to the City*.

Emergency 911 EMS Coverage

MLSS will provide a minimum of two (2) fully equipped and staffed Paramedic Ambulances dedicated to covering all 911 EMS calls originating in the City of Newburgh twenty-four (24) hours a day. In addition, when emergency call volume arises that exceeds the ability of these units to respond without delay to a 911 call, additional on-duty Paramedic ambulances located in the City will be utilized to either respond to the scene or to standby to await additional calls.

Stand-by Coverage

MLSS will provide additional staffed Paramedic Units to be utilized on approved stand-by assignments within the City, and will not utilize the dedicated units for these assignments. In addition, MLSS will provide the resources of our *Special Operations Response Teams (SORT)* and *Tactical Emergency Medical Services (TEMS)* teams for deployment in the City without cost. Additional information on these units is covered later in this proposal. Standby Coverage might be for a single incident such as a working structure fire, or for City sponsored multi-day events at the waterfront, public safety emergency incidents, and events sponsored by local non-profit agencies. While MLSS will provide no-cost coverage to local community agencies for appropriate events they host that require EMS to be present, private for-profit concerns requiring such coverage will be billed for the cost of the required EMS coverage.

Response Time Criteria

MLSS does not delineate response time criteria on 911 EMS Emergency calls based upon the designations of ALS or BLS. Emergency (Code 3) responses all are held to the same response time criteria. MLSS does recognize the national guidelines of "ALPHA" response calls, which are non-life threats which do not require an emergency response, but do require medical evaluation and possible non-emergency ambulance transportation. This is done to minimize the risk to both EMS responders and the general public caused by an unnecessary emergency response. With this clarification to the RFP criteria, we propose the following:

- Response time: MLSS will adhere to a response time criteria of seven (7) minutes (defined as 0:07:59) in at least 90% of all emergency responses (excluding "ALPHA" responses). Said response time is from the assignment of the 911 call to MLSS until the arrival of a MLSS unit on the scene of the emergency call. This exceeds the nationally accepted response time criteria of eight (8) minutes (0:08:59)

- Penalty: MLSS agrees to compensate the City of Newburgh in the amount of \$1,000.00 per percentage point below the monthly 90% response time performance criteria of seven (7) minutes. For example: If the monthly response time performance averages only 88% of the 911 EMS calls, minus “ALPHA” responses, MLSS would pay the City a penalty of \$2,000.00 for that month.
- Exceptions to response time and penalty commitments: While MLSS has every intention to meet the criteria identified above, we will do so without putting either the MLSS staff or the citizens of the City of Newburgh at risk due to inappropriate emergency responses during weather conditions and situations beyond our control. This can include environmental issues such heavy rain, snow, ice, fog, or flooding conditions, or due to road closings or similar conditions affecting route of travel. Exceptions to the response time criteria will also apply to when the two (2) dedicated ambulances are already on 911 EMS calls in the City and additional units from our fleet will be reassigned to cover additional calls. Should the aforementioned conditions have a negative effect on the response time criteria or penalties, MLSS shall advise the City of the situation and petition for an appropriate exemption.
- Response Time reporting and tracking: While MLSS will submit a response time performance report each month for the determination of adherence to the response time criteria and for the assessment of penalties (if appropriate), the City may request the live-time documentation of any selected 911 responses in question. All MLSS ambulances are equipped with Automatic Vehicle Locators (AVL) and their movements are tracked live-time while being digitally recorded for archiving. In addition, communication between the Emergency Dispatch Center and the ambulances is also digitally recorded and archived.

#### Certifications:

MLSS is a certified Ambulance service under the New York State Department of Health's Bureau of Emergency Medical Services, and is credentialed by the Hudson Valley Regional Emergency Medical Services Council (HVREMSCO) as an Advanced Life Support Paramedic Service. All MLSS EMS Staff are certified by NYS at either the Emergency Medical Technician (EMT) or Emergency Medical Technician-Paramedic (EMT-P) level of care.

MLSS is also *Nationally Accredited by the Commission on the Accreditation of Ambulance Services (CAAS)*, and is the only privately owned service to qualify for this highest level of distinction in New York State. Additional information about CAAS is provided in this proposal.

# 2010 EMS CALL MAPPING

## CITY OF NEWBURGH

100

# Proposal Pricing

### Proposal Pricing:

Mobile Life Support Services would provide the dedicated E-911 Emergency Medical Services (EMS) for the City of Newburgh with no municipal fee or subsidy for the life of the agreement. The City of Newburgh would not be financially responsible for any uncollected patient invoices or bad debt, and will have no fiduciary responsibility in the housing or operation of the EMS services provided by Mobile Life Support Services.

That Mobile Life Support Services will provide documentation of system performance on a monthly basis and will provide administrative support to representatives of the City of Newburgh to continuously improve the services provided to the citizens of the City, and the preparedness of the City to handle all emergencies it may face.

This proposal also includes the continuation of our existing understanding that the transportation and treatment of anyone in the custody of the Newburgh Police Department and the transportation and treatment of any City officers and employees while at work shall be transported to the hospital at no expense to the City of Newburgh. MLSS reserves the right to bill the patient or their insurer as the financially responsible party for services rendered.

### Penalties:

Mobile Life Support Services will pay the City of Newburgh a penalty in the amount of \$1,000.00 per percentage point per month that we fail to provide the nationally recognized response time performance of seven (7) minutes (0:07:59) in 90% of all 911 EMS emergency calls (excluding non-emergent "ALPHA" responses), as identified previously in this Proposal.

# City of Newburgh Initiatives

## City of Newburgh Initiatives

Mobile Life Support Services, as part of our continuing effort to support our local communities, would like to propose three specific initiatives crafted specifically for the City of Newburgh. These initiatives target the safety and health of those who live, work, and visit the City, and a few of the initiatives can also reduce expenditures the City now funds. All of these initiatives would require coordination between representatives of the City and MLSS, as follows:

### Initiative: City of Newburgh Emergency Services Task Force

Under this initiative MLSS would propose that we work with the City leaders and the heads of the various City Emergency services to establish a Task Force that would meet at least monthly to discuss and plan for the effective delivery of all emergency services throughout the City. While MLSS through our SORT and TEMS teams provides emergency support services to the City Police and Fire Departments, a more comprehensive pre-plan for how emergency incidents are handled in the City would benefit all departments and the City collectively. This would aid in planning for large events to be held in the City; emergency conditions secondary to severe weather conditions, incidents of large public gatherings, or similar incidents and conditions.

### Initiative: A Heart Healthy Newburgh

Under this initiative we would utilize a grant provided by Mobile Life Support Educational Resources (MLSER), Inc., a not-for-profit 501-C3 foundation started by MLSS for community education endeavors. The grant would be used to improve survivability of cardiac arrest victims in the City of Newburgh, and would include:

- The training of any/all City employees, designated by the City, in the current standards and techniques of performing Cardiopulmonary Resuscitation (CPR), and the use of an automated electronic defibrillator (AED) to defibrillate cardiac arrest victims.
- Outfitting of all trained personnel with individual pocket face-masks for use during CPR, which would protect them from any possible infection.
- The purchase and deployment of AED's into City owned and operated buildings and properties, subject to discussions with the City and the formation of a Healthy Newburgh Action Plan. This will be limited to one (1) AED per contract year.
- Recertification training of all CPR-AED Certified personnel every two years.
- MLSS would coordinate with St. Luke's Cornwall Hospital, the Greater Newburgh Health Center, and the American Heart Association for public education and awareness of Heart Disease and stroke related issues, and the need for good preventive health.

#### Initiative: Recruitment and Training of Eligible City Residents for Careers in EMS

Under this initiative MLSS would work with representatives of the City, Community Agencies, and Faith-Based Organizations, to identify qualified City residents as candidates to receive free EMS career training and eventual employment as a NYS certified Emergency Medical Technician (EMT). The elements of this specific initiative include:

- Identifying the various stakeholder organizations to participate in a committee for the purpose of the recruitment of qualified candidates.
- Interviewing and evaluating qualified City residents applying for the training opportunity.
- Enrollment of up to five (5) eligible candidates into the certified EMT programs conducted locally each semester by MLSS. This would include additional mentoring of identified students to help them to successfully meet all NYS requirements.
- Providing that the eligible candidates meet the criteria established, they will be hired as an intern at MLSS and receive compensation while they secure EMS experience assigned to a MLSS Ambulance team pending the completion of their NYS Certification process.
- Upon receiving their NYS EMT Certification, and providing all other MLSS employment qualifications are met, the candidate will be offered a full-time EMT position with MLSS. The successful candidate will be compensated as a NYS Certified EMT and receive a paid benefit package, including family health insurance, from MLSS.

#### Initiative: Lead Sponsor for the Newburgh National Night Out Against Crime

While MLSS has supported the National Night Out Against Crime throughout our service area, we were struck by the plight that the planners faced in 2010. It appeared that the event may have had to be scaled down or possibly cancelled when they were faced with a dramatic reduction in donations used to fund the event. While MLSS stepped in as the lead sponsor on an emergent basis in 2010, we are proposing that, in addition to the other charitable organizations we support in the Newburgh Community, that we will dedicate the funds necessary to be the lead sponsor for the event for the duration of our partnership with the City as their EMS provider. MLSS will coordinate with the planners of the event to establish the required amount to budget for funding each year. We recognized a similar problem a number of years ago, seeing the funding difficulties faced by the Greater Newburgh YMCA and their Camp Robbins. It led us to become a corporate supporter for the YMCA, and today we remain a leading corporate sponsor for the Greater Newburgh YMCA. We view these as investments in the youth of Newburgh.

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## ADDITIONAL INFORMATION

## Company Information

- Corporate Profile; Administrative Staff; Table of Organization
- National Accreditation by the Commission on Accreditation of Ambulance Services (CAAS)
- Mobile Life Support Services Emergency Communication Center
- Special Operations Response Team (SORT)
- Tactical Emergency Medical Services (TEMS) Team
- NYSP Lifeguard Air Rescue
- Mobile Life Support Services Educational Services
- Continuous Quality Improvement (CQI) Program
- References



MobileLife Support Services, Inc.



## Corporate Profile

The following information sheet will help to familiarize you with Mobile Life Support Services, Inc., and provide you with relevant information about the scope of the services provided.

Legal Corporate Name: Mobile Life Support Services, Inc.

Corporate Headquarters: 3188 Route 9W  
New Windsor, New York 12553

Contact Information: Telephone: (845) 562-4368  
Fax: (845) 562-4055  
E-Mail: [Mail@Mobilelife.com](mailto:Mail@Mobilelife.com)  
Website: [www.Mobilelife.com](http://www.Mobilelife.com)

Type of Business: Commercial Paramedic Ambulance Service

Certified by: New York State Department of Health Bureau of EMS

National Accreditation: The Commission on Accreditation of Ambulance Services (CAAS)

Owner: Gayle Metzger RN, President and CEO

Founded: 1981 By Gayle and Rick (deceased) Metzger in Newburgh, N.Y..

Area of Operation: Orange, Ulster, Dutchess, and Rockland Counties

Current Employment: 374 Full and Part Time Staff

Emergency Vehicles: 60

Emergency Stations: 21 (See attached map)

Services Provided: Comprehensive EMS Operations and Training

- ☐ 911 Emergency Paramedic Ambulance (47 Ambulances)
- ☐ Paramedic First Response Services (5 Response Units)
- ☐ Emergency and Non-Emergency Ambulance Transportation (Hospitals & Nursing Facilities)
- ☐ Special Operations Response Team (SORT) (3 Units)
- ☐ Tactical Emergency Medical Services (TEMS) Team
- ☐ HAZMAT Response with Orange and Ulster County
- ☐ Helicopter Medevac with NYSP Aviation (*LIFEGUARD-17*)
- ☐ Emergency Communications Center (Secondary 911 PSAP)
- ☐ Leased staffing of Volunteer Ambulance Services

- ☐ Special Event EMS Planning and Operations
- ☐ Disaster Planning and Training Programs
- ☐ Emergency Medical Services Training Division
- ☐ Community CPR and First Aid Training
- ☐ Medical Billing Services

Communities Serviced:

Provides Primary 911 Services to the following communities:

- ☐ City of Newburgh
- ☐ City of Middletown
- ☐ City of Kingston
- ☐ Village of Fishkill
- ☐ Village of Wappingers Falls
- ☐ Town of Newburgh (New Hamburg Ambulance District)
- ☐ Town of Fishkill (Ambulance District No. 1)
- ☐ Town of Lloyd
- ☐ Town of Marlborough
- ☐ Town of Ulster
- ☐ Town of Wawayanda
- ☐ Town of Rosendale
- ☐ Town of Otisville/Mt. Hope

Provide Paramedic and Mutual Aid Services to the following communities:

- ☐ Town of Newburgh
- ☐ Town of Cornwall
- ☐ Town of Highlands
- ☐ Town of Montgomery
- ☐ Town of Crawford
- ☐ Town of Wallkill
- ☐ Town of Goshen
- ☐ Town of Hamptonburgh
- ☐ Town of Chester
- ☐ Village of Florida
- ☐ Town of Monroe
- ☐ Town of Woodbury
- ☐ Town of Fishkill
- ☐ Town of East Fishkill
- ☐ Town of Marlborough
- ☐ Town of New Paltz
- ☐ Town of New Windsor
- ☐ Town of Plattekill
- ☐ Town of Rochester
- ☐ Hamlet of Wallkill
- ☐ Town of Shawangunk

Yearly Call Volume:

Over 70,000 calls per year

## Mobile Life Support Services Administrative Team

The following is a brief list of the MLSS Administrators. An addendum has been included which includes a more expansive bio on each Administrator that we use in our Staff Orientation Program, as well as our current Organizational Chart.

Gayle Metzger	President and Chief Executive Officer
Scott Woebe	Vice-President and Chief Operating Officer
Edward Horton	Vice President of Staff Development
Timothy Scannell	Chief Financial Officer
Andrew La Marca	Director of Business Development
Kevin Hayes	Director of Logistics
Richard Miller	Director of Operations
William Jeffries	Director of Staff Development

Note: These eight Administrators have a total of 163 years of experience with Mobile Life Support Services, and collectively over 200 years in the EMS Industry.



**Kevin Hayes**

Kevin started his emergency services career with the Coldspring Fire Department which sponsored him his original EMT course. He was trained at Horton Hospital under the instruction of Andy LaMarca. He joined Mobile Life in July 1987 as an EMT and in 1989 graduated from the Dutchess Community College Paramedic Program. He also worked as a Respiratory Therapist at St. Luke's Hospital. Kevin progressed through the ranks of Mobile Life serving as a Dispatcher, Paramedic, Senior Paramedic and Paramedic Supervisor. In 1998 Kevin was promoted to Assistant Director of Field Operations and then to Director of Field Operations in 2000. Since 2002 Kevin has been functioning as the Director of Logistics, overseeing the Information Technology, Equipment, Vehicles and the company's infrastructure. Kevin resides in Montgomery and is the proud father of 2 daughters. Kevin can be reached at 845-562-4368 ext. 208 or [khayes@mobilelife.com](mailto:khayes@mobilelife.com)



**Richard Miller**

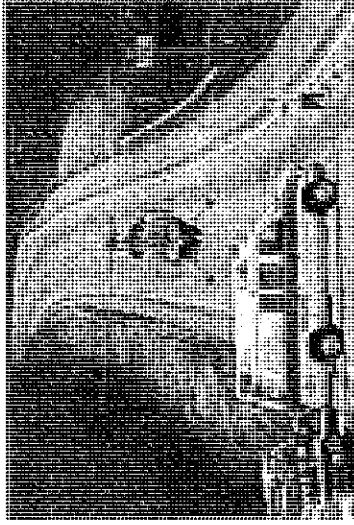
Rich first joined the Mobile Life team in 1988 as an EMT. Having inherited a penchant for clinical excellence from his father (who has been a Paramedic since 1985) Rich spent many years as a clinician, educator and manager of emergency medical systems. Currently, Rich is the Director of Field Operations for MLSS. As such he is responsible for day to day management and coordination of the MLSS system. Before being promoted to Director of Field Operations he previously served as a Paramedic Field supervisor and Assistant Director of Operations for MLSS. He is the proud father two young children and resides in Montgomery. Rich can be reached at 845-562-4368 ext. 246 or [rmiller@mobilelife.com](mailto:rmiller@mobilelife.com)



Mobile Life Support Services, Inc.  
Corporate Headquarters  
3188 Route 9W  
New Windsor, NY 12553



Mobile Life Support Services,



**Chief Executive Officer**  
**Scott Woebse**  
**VP /Chief of Operations**  
**Edward Horton**  
**VP of Staff Development**  
**Timothy Scannell**  
**Chief Financial Officer**  
**Andrew LaMarca**  
**Director of Business**  
**Development**  
**Kevin Hayes**  
**Director of Logistics**  
**Richard Miller**

Tel: 845-562-4368



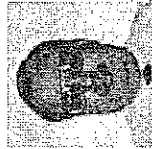
### Gayle Metzger

Gayle Metzger first became an EMT in 1976 with the New Palz Rescue Squad. She loved the field of EMS and began working for a private ambulance company as well. In 1980 she married Rick Metzger and took a Level III (Critical Care Technician) class. In 1981, she and Rick incorporated Mobile Life Support. Gayle established the billing department, did most of the creative work (including design of the MLSS patch and Paramedic patch) dispatched, and was the "last crew out" most days and almost every night of the week. Gayle holds an AA degree in Social Science from Ulster Community College, a BS in Psychology from SUNY New Palz and an RN from Dutchess Community College. She is the author of "Kid-Care, What to do until the Ambulance Arrives" for parents and babysitters, and in 1987 she authored and coordinated a program for Paramedics titled "Mobile Intensive Care Paramedic" which taught Paramedics many Critical Care Nursing skills. The program, in a modified form, is still being taught today. In 1999, upon Rick's sudden death, she took over as President and CEO of Mobile Life Support Services, Inc. She lives in Montgomery with her dad and 2 bloodhounds, Jonah and Dixie. She can be reached at 562-4368, ext. 203 or [GMetzger@mobilelife.com](mailto:GMetzger@mobilelife.com) or on [www.myspace.com/Mobilelifesupportservices](http://www.myspace.com/Mobilelifesupportservices)



### Scott Woebse

Scott is the Vice President / Chief Operations Officer and a member of the Board of Directors of Mobile Life. As Gayle's "right hand" he oversees all operational aspects of Mobile Life. He first joined the Mobile Life team in 1985 as a Paramedic. Before assuming his current post of Chief of Operations, he previously served as a Supervisor, Director of Air-Medical Services, and Director of Human Resources for MLSS. Scott pioneered Advanced Life Support in the New Palz area of Ulster County and has a long and distinguished history of leadership in EMS throughout the Hudson Valley. He spearheaded the first EMS Flight and Air Rescue Program with the New York State Police in 1994 and continues to provide operational oversight to the Lifeguard Air Rescue program in the Hudson Valley. An expert in system status management, Scott has been instrumental in bringing advanced procedures, system status and resource allocation to the forefront of EMS in the Hudson Valley. Scott resides in New Palz with his wife and two teenage children. Scott can be reached 845-562-4368 ext 206 or [swoebse@mobilelife.com](mailto:swoebse@mobilelife.com).



### Edward Horton

Ed Horton is the Vice President in charge of Staff Development for Mobile Life Support Services, Inc. In this capacity, he is a member of the MLSS Board of Directors and is administratively responsible for the areas of Human Resources, Quality Improvement and EMS Education. He is also the designated Controlled Substances Agent. Prior to joining the MLSS management team in 1997, he held various administrative and clinical positions in the public, hospital-based, not-for-profit and private sectors of EMS. Ed is a NYS EMS C/C and Regional Faculty member. He is a certified instructor of ACLS, PALS, PHTLS and AMLS. He is actively involved with the Hudson Valley Regional EMS Council and has held various officer positions with that organization since 1980. He is the 1997 recipient of the New York State EMS Council's EMS Leadership Award. He holds a NYSDOH certificate as an EMT-Paramedic and has a Bachelor of Science degree in Nursing and is licensed as a Registered Professional Nurse in the State of New York. He has been involved in EMS since 1974. Ed can be reached at 845-562-4368 ext 242 or [ehorton@mobilelife.com](mailto:ehorton@mobilelife.com).



### Timothy Scannell

Born and raised in the Hudson Valley, Tim started his EMS career as a member of the Philipstown VAC in 1986. He joined Mobile Life as an EMT in 1993 after graduating from Northeastern University and working two years at Bankers Trust Co. in New York. He has held various positions at MLSS including Paramedic, Flight Paramedic, Field Supervisor, and Comptroller. He has been Chief Financial Officer since 2005. He is responsible for all financial aspects of Mobile Life Support. Specifically, he serves as Trustee for the 401k plan, is responsible for the billing office, participates in contract design and negotiation, and manages Mobile Life's insurance policies and banking relationships. Tim resides in the Hamlet of Walkkill with his wife Jennifer and daughters Samantha and Sydney. Tim can be reached at 845-562-4368 ext 222 or [tscannell@mobilelife.com](mailto:tscannell@mobilelife.com).



### William Jeffries

William began his EMS career as a junior volunteer at the age of 16. While attending college at SUNY New Palz, he worked nights as an EMT for MLSS to pay for tuition. He completed Paramedic training at Dutchess College where he now holds an Adjunct Faculty position. Will "grew up" in the Mobile Life system serving in the positions of EMT, Paramedic, Flight Paramedic, and Field Supervisor from 1996-2002. Will spent two years serving as the Regional Training Coordinator for the Hudson Valley. He has also previously held management positions

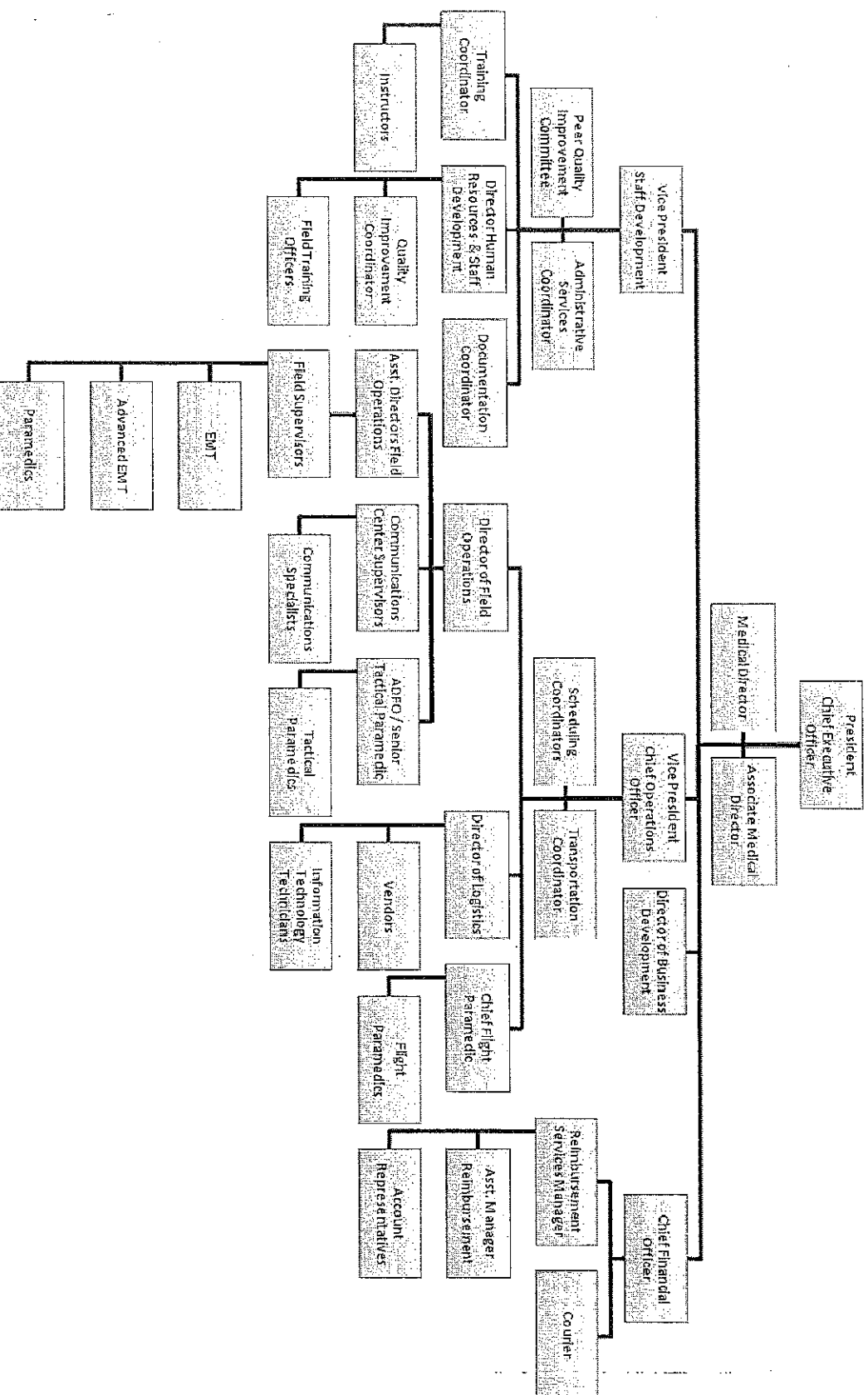
in Quality Assurance, Operations, and Training in NYC. In the fall of 2006, Will returned to his roots at MLSS and became the newest and youngest member of the administrative team. As Director of Staff Development, Will assists the two Vice Presidents in numerous projects; specifically he's responsible for hiring, personnel management, quality improvement, benefits coordination, policy development and orientation of new staff. William can be reached at 845-562-4368 ext. 224 or [wjeffries@mobilelife.com](mailto:wjeffries@mobilelife.com).



### Andy LaMarca

Andy La Marca started his career in EMS by helping to form a volunteer ambulance service in Staten Island in 1972 even before he became an EMT. He was trained as an EMT, EMT Instructor, and subsequently as Paramedic at Beekman Downtown Hospital in their first Paramedic Course, before becoming the EMS Director there in 1977. In 1979 he became the Pre-Hospital Emergency Care Coordinator to run both the Ambulance Service and all EMS Programs at Horton Hospital. In 1981, MLSS agreed to assimilate the Horton Ambulance into its operations and opened its Middletown Station. Andy became the Director of Development and a Paramedic Supervisor at MLSS. Andy is a NYS Regional Faculty Member for the Department of Health, and a longstanding BCLS/ACLS/PALS instructor, faculty member, and volunteer for the AHA. He is a Delegate from the Orange County EMS Council, the Hudson Valley Regional EMS Council, and is the HVREMSCO Delegate at the New York State Emergency Medical Services Council (SEMSCO), where he is the Chair and serves on a number of Committees and Technical Advisory Groups (TAGs). Andy is the current Chairman of the United New York Ambulance Network (UNYAN) which represents the commercial ambulance services in NYS. Andy lives in Greenville (Orange County), has been married to his wife Nancy for 32 years, and has two grown children. Andy can be reached at 845-562-4368 ext 205 or [alamarca@mobilelife.com](mailto:alamarca@mobilelife.com)

# Mobile Life Support Services Organizational Chart



## National Accreditation

In 1995 the Administration of Mobile Life Support Services decided to voluntarily undergo the outside evaluation of the Commission on Accreditation of Ambulance Services (CAAS). Universally recognized in the EMS industry, CAAS Accreditation epitomizes the “*Gold Standard*” in the delivery of EMS in the United States and Canada. In order to be considered for National Accreditation, each service must ensure that they document and submit all of their internal policies and procedures that cover for example:

- Corporate Organization
- State Certifications
- EMS Operations
- Quality Improvement
- Education and staff development
- Communication Center Operations
- Response Time Performance
- Community Involvement

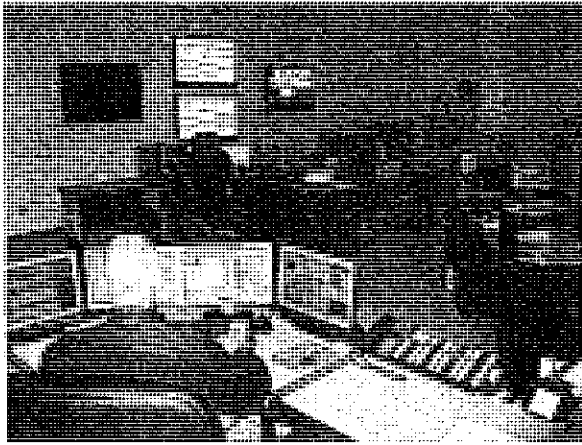


Once this application reaches the CAAS reviewers, they thoroughly analyze each aspect of the applicant's response, and if acceptable they will schedule a three (3) day on-site audit with a team of independent CAAS reviewers. The typical CAAS audit team is comprised of a Medical Doctor specializing in Emergency Medicine, an EMS Administrator, and a third reviewer with a background in finance and accounting. During their on-site audit the reviewers dictate what they wish to review and who they wish to speak with. Typically they will select EMS staff at random to ensure they are cognizant of the company's policies and procedures, and will meet with the company's Medical Director to verify his/her involvement and oversight. They also interview local hospital representatives, other emergency service agencies, and municipal representatives to evaluate the applicant's overall performance. The review team is not allowed to provide any indication to the applicant of the overall results of the audit, but instead present their findings to the CAAS Board of Commissioners for review. Periodically throughout the year the Board reviews these findings and renders a decision on whether to Accredite the agency or not.

In 1996 we received notice that we were granted National Accreditation, which at that time was only granted to less than 100 EMS agencies. Every three years we must re-apply and undergo the same process. We are proud to say that we have maintained the “Gold Standards” of CAAS ever since we received it, scoring a perfect score without any deficiencies in our last review. There are still only 120 EMS Agencies CAAS accredited.

Our staff is proud to wear the CAAS logo on our uniforms and to display the Accreditation seal on our vehicles. More importantly, those we serve have the assurance of knowing that they are being cared for by some of the best EMS professionals throughout the United States and Canada, and by a company that strives for excellence.

## Emergency Communications Center (ECC)



### Mission

The MLSS Emergency Communication Center (ECC) is responsible for the coordination and dispatching of all MLSS ambulances and emergency response teams to both Emergency 911 EMS calls and to non-emergency requests for service. The ECC is a secondary Public Service Answering Point (PSAP) for the Orange County 911 Communication Center, and is linked via telephone and radio to both the Ulster and Dutchess County Emergency Communication Center.

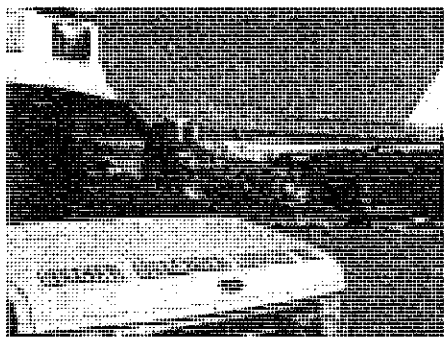
### Equipment

The MLSS ECC is configurable to support up to seven (7) dispatchers at their own individual dispatch desks. They use a Computer Aided Dispatch (CAD) system that tracks critical dispatch information, data, and response times. Each station is equipped to operate on multiple VHF and UHF radio frequencies and landlines. The ECC is equipped with both battery back-up and an automatic emergency generator capable of supplying uninterrupted power and with a bank of cellular telephones that can be immediately utilized should the landline telephones experience service interruptions. The ECC transmits dispatch information to the responding crew via radio, while simultaneously transmitting the call information to the responding crew's portable computer, which is used to generate the electronic patient care record. Each ambulance is equipped with its own internet WiFi that enables this data transmission between the ECC and ambulance, and also enables the ambulance to transmit medical information and patient EKG data to the receiving hospital.

The ECC is equipped with a digital recording system that records all telephone and radio traffic that passes through the dispatch center, and archives it for future retrieval if necessary. The ECC is also able to track all on-duty units by means of their automatic vehicle locator (AVL) system, which provides the live-time tracking and status of every MLSS emergency vehicle in operation, and project them on each Dispatchers computer monitor as well as on a large map in the ECC. This uses satellite global positioning system technology and updates itself every six (6) seconds.

The ECC also utilizes the nationally approved Priority Medical Dispatching System to provide pre-arrival emergency medical instructions to a 911 caller in order to assist patients until the arrival of the ambulance.

## Special Operations Response Team (S.O.R.T.)



### Mission

To provide specialized emergency medical support for the following types of incidents:

- Multiple Casualty Incidents (MCI)
- HAZMAT Responses
- Fire ground Firefighter Rehab
- Mass Gathering Events (Planned/Unplanned)
- Medical Facility Evacuations

### Equipment

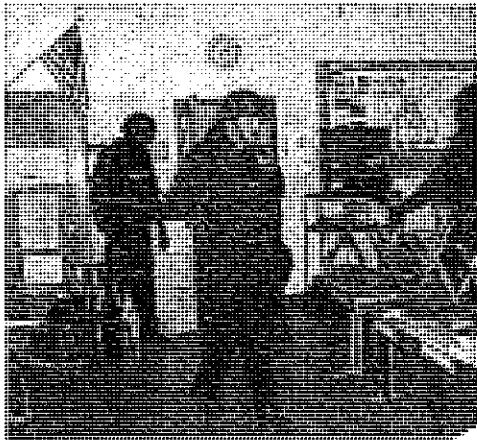
MLSS operates three (3) SORT vehicles, currently deployed for response in the Cities of Newburgh, Middletown, and Kingston. Should MLSS be designated as the EMS responder for the City, a SORT unit will be stationed in the City of Newburgh. Each SORT vehicle is equipped with:

- Bulk medical and trauma supplies
- Portable stretchers and backboards
- Portable chairs
- Portable tents
- Fluid/electrolyte replacement solutions
- Drinking water
- Ice chests
- Cooling/misting fans
- Blankets and towels
- Portable radios
- Extra oxygen tanks

### Personnel

MLSS has trained in excess of 75 SORT team members, available for 24/7 emergency recall, to operate the SORT vehicles, supplies, and equipment. SORT members carry MLSS electronic pagers that can be utilized to dispatch them directly to the scene of an incident if necessary, or to one of the MLSS emergency stations to secure additional supplies or vehicles should such be necessary.

## Tactical Emergency Medical Services (TEMS) Team



### Mission

To provide Advanced Life Support (ALS) Emergency Medical Care to Law Enforcement officers and the general public when deployed in support of:

- Special Weapons and Tactics (SWAT) Teams
- Special Entry Teams
- Active shooter situations
- Hostage situations
- High Risk Warrant Execution/Searches

### Equipment

Each TEMS Paramedic Team member is equipped with ballistic body armor and a ballistic helmet, along with an abbreviated set of ALS supplies and equipment. The equipment is designed for portability and mobility, and specifically targets the treatment of traumatic/ballistic injuries. The equipment and supplies are selected to allow the TEMS team to provide ALS care for an extended time period should they be unable to safely evacuate casualties while under fire.

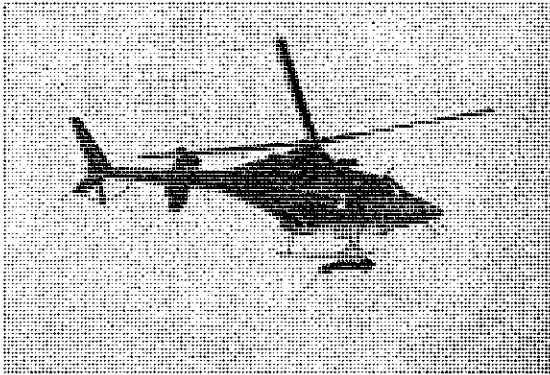
### Personnel

Prospective MLSS TEMS team members must meet eligibility requirements covering experience as a paramedic, clinical proficiency, and supervisory references, before undergoing multiple internal interviews. Candidates that are selected are either enrolled in a Federally approved TEMS Training program, or if that is not available, by an in-house TEMS training program utilizing the national curriculum. TEMS team members participate in monthly drills, and can be recalled while off-duty for an active deployment.

TEMS team members are unarmed, and can only function at the direction of the law enforcement team they are deployed to support.

Note: The MLSS TEMS team already has an agreement and with the City of Newburgh Police Department, and has deployed with them numerous times.

## Lifeguard Air Rescue



### Mission

To provide emergency on-scene advanced life support medical treatment of critically ill or injured patients, and to evacuate them by helicopter directly to a tertiary care hospital. This cooperative program, which we initiated in 1994, utilizes the New York State Police Helicopters and pilots stationed at Stewart International Airport, and Flight Paramedics provided by Mobile Life Support Services. In addition to providing routine medevac services, Lifeguard is equipped with a hoist that the Flight Paramedics can use to rescue and extricate patients in environments where the helicopter cannot land. Lifeguard is also tasked to provide standby logistics and medical support during special operations and events. One of five (5) such programs statewide, the Stewart-based program is the most active.

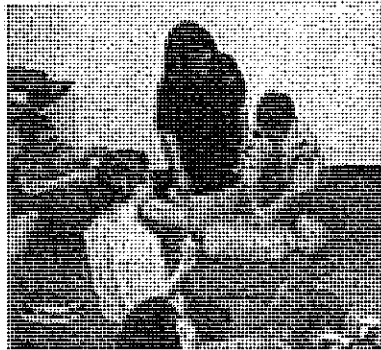
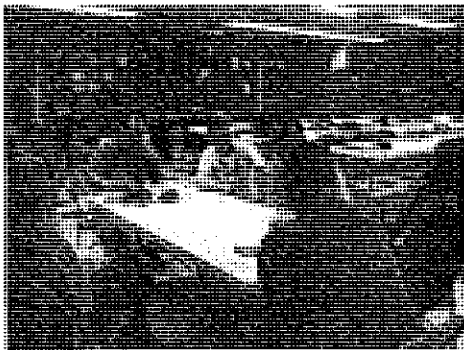
### Equipment

The NYSP utilize a twin engine Bell 430 as the primary Lifeguard unit, and utilize a second single engine Bell 407 as a backup craft. Each is outfitted with a full set of ALS equipment along with a hoist and evacuation devices. The helicopters are equipped with forward looking infrared (FLIR) systems to aid them during night flights and limited visibility situations, and aids them in being able to locate individuals on the ground.

### Personnel

Potential Mobile Life Support Flight Paramedic candidates must meet stringent prerequisites covering experience; skills proficiency; assessment skills; ability to work under pressure; and then must pass two mandatory interviews by a review team. Before receiving Flight Training, each candidate must be vetted by the New York State Police, and if approved can then be put into the training and orientation programs. Flight Paramedics are then scheduled to cover all scheduled hours of operation of Lifeguard and are physically located at the NYSP Aviation unit at Stewart International Airport, available for immediate response.

## Mobile Life Support Services EMS & Community Education Division



### Mission

The MLSS Education Division has three primary missions:

- A. To provide on-going MLSS staff education and certifications.
- B. To provide high-quality EMS education and certification to local EMS, Police, and Fire Departments who require such training.
- C. To provide Community based programming in First Aid, CPR, and numerous health and safety related subjects.

### Accreditations

The MLSS Education Division is credentialed by the following agencies to conduct programming:

- A. The New York State Department of Health Bureau of EMS:
  - Certified First Responder (CFR) Original and Refresher Programs
  - Emergency Medical Technician (EMT) Original and Refresher Programs
  - Emergency Medical Technician-Intermediate (EMT-I) Original and Refresher Programs
  - Emergency Medical Technician-Critical Care (EMT-CC) Original and Refresher Programs
  - Emergency Medical Technician-Paramedic (EMT-P) Refresher Program Only.
  - Continuing Medical Education (CME) Refresher Training – Conventional and Internet Based Programs
- B. The American Heart Association
  - Basic Life Support (BLS) CPR – All original and refresher programs
  - First Aid and CPR – All original and refresher programs
  - Advanced Cardiac Life Support (ACLS) Original and Refresher Programs
  - Pediatric Advanced Life Support (PALS) Original and Refresher Programs
- C. The National Association of Emergency Medical Technicians (NAEMT)
  - Pre-Hospital Trauma Life Support (PHTLS)
  - Advanced Medical Life Support (AMLS)

#### D. Coaching Systems: Coaching the Emergency Vehicle Operator (CEVO)

##### Personnel

The MLSS Education Division is comprised of over forty (40) instructors and instructor trainers, credentialed to teach either individual or multiple certification level programs. Each year they train over 500 members of local emergency service agencies, and over 1100 members of the community. Many of the instructors are full-time Paramedics and Emergency Medical Technicians with MLSS and their EMS experience greatly adds to their efficacy as instructors.

## Continuous Quality Improvement (CQI) Program

Mobile Life Support Service is committed to providing the highest quality of emergency patient care, and a key element of that commitment is to ensure that we closely monitor our overall quality through a number of key indicators, or benchmarks. These benchmarks have been established and monitored over the years, and has led to continuous service improvements that continue today. Some of the benchmarks we monitor are:

- Response time performance
- Patient contact time
- Medical assessments
- Adherence to medical protocols and treatment
- Advanced Life Support skills proficiency
- Controlled substance utilization and documentation
- Medical control contact

The MLSS Medical Director, Anthony Ruvo M.D., and Associate Medical Director, Anuj Vohra, provide system-wide oversight for our Quality Improvement Committee and our full time Quality Improvement Coordinator. The QI Committee meets weekly, and is comprised of MLSS Paramedics, Emergency Medical Technicians (EMT), Administrators, and the QI Coordinator, and provides a peer review on all calls. The QI Coordinator is responsible for the daily review and monitoring of all calls, and to formulate remediation plans to address any specific or general area of concern identified in the CQI process.

In 2009, MLSS implemented an electronic patient recordkeeping system, which takes live-time data transmitted from the MLSS crews in the field by hand held computers. This data is immediately accessible by the QI Coordinator, and the electronic records enable MLSS to analyze system and individual performance to identify any corrections that need to be enacted, or any continuing medical education (CME) that our staff may require to provide the highest quality of patient care.

## References



Mobile Life Support Services, Inc.



### References – Corporate

John Klassen, Assistant VP  
M & T Bank  
56 Route 17K  
Newburgh, New York 12550  
(845) 562-8554

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Vanacore, DeBenedictine, DiGiovanni  
& Weddell, LLP  
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Vails Gate, New York 12584  
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Gaba, and Rodd  
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Dr. John D'Ambrosio  
Orange County Chamber of Commerce  
30 Scott's Corner Drive  
Montgomery, New York 12549  
(845) 457-9700

### References – Municipalities

Mayor Joseph De Stefano  
City of Middletown  
16 James Street  
Middletown, New York 10940  
(845) 346-4100

Mayor James Sottile  
City of Kingston  
420 Broadway  
Kingston, New York 12401  
(845) 331-0080

Mayor Nicholas Valentine  
City of Newburgh  
83 Broadway  
Newburgh, New York 12550  
(845) 569-7310

Supervisor John Ward  
Town of Wallkill  
600 Route 211 East  
Middletown, New York 10940  
(845) 692-7832

Mr. John Karge  
Village of Wappingers Falls  
2628 South Avenue  
Wappingers Falls, New York 12590

Supervisor Patricia Myers  
Town of Newburgh  
1 Overocker Road  
Newburgh, New York 12603  
(845) 485-3600

Supervisor Robert Gallagher  
Town of Rosendale  
P.O. Box 423  
Rosendale, New York 12472  
(845) 658-3159

Mayor James Miccio  
Village Trustee Steve LaDue  
Village of Fishkill  
1095 Main Street  
Fishkill, New York 12524  
(845) 897-4430  
(845) 656-3369

Supervisor Ray Constantino  
Town of Lloyd  
12 Church Street  
Highland, New York 12528  
(845) 691-2144

Councilman Rick Affuso  
Town of Marlborough  
1650 Route 9W  
P.O. Box 305  
Milton, New York 12547  
(845) 795-2220

Supervisor Joan Pagones  
Town of Fishkill  
807 Route 52  
Fishkill, New York 12524

## References – Emergency Services

### Fire Services

Fire Chief Sam Barone  
Middletown Fire Department  
(845) 343-4169

Fire Chief Richard Salzmann  
Kingston Fire Department  
(845) 331-1959

Chief Daniel Bassanese  
Highland Fire District  
25 Milton Avenue  
Highland, New York  
(845) 691-2421

Dean Scofield  
Fire Chief  
Protection Engine Co.  
1032 Main St.  
Fishkill, New York 12524  
(845) 896-6613

Kyle Pottenburgh  
Fire Marshall  
IBM East Fishkill  
2070 Rt. 52  
Bldg 308  
Hopewell Junction, New York 12533  
(845) 894-2392

Fire Chief Sam Appa  
Ulster Hose Company No. 5  
(845) 339-1280

Fire Chief Christopher Barnhart  
Rosendale Fire Department  
(845) 658-9220

John Paraskeva  
Chairman  
East Fishkill Fire District  
2052 Route 52  
Hopewell Junction, New York 12533  
(845) 226-1652

Law Enforcement

City of Middletown Police Department  
2 James Street  
Middletown, New York 10940  
(845) 343-3151

Chief David Ackert  
Town of Lloyd Police Department  
25 Milton Avenue  
Highland, New York  
(845) 691-6102

Major Edward Raso  
Station Commander, NYSP Troop F  
55 Crystal Run Road  
Middletown, New York 10941  
(845) 344-5300

Carl E. DuBois, Sheriff  
Orange County Sheriff's Office  
110 Wells Farm Road  
Goshen, New York 10924  
(845) 291-4033

Major Robert Kreppin  
New York State Police Aviation  
739 Albany Shaker Road  
Latham, New York 12110  
(518) 242-4500

County Emergency Managers

John Murphy  
Coordinator  
Dutchess County Department of  
Emergency Response  
392 Creek Road.  
Newburgh, New York 12602  
(845) 486-208

John Horan  
Orange County Fire Coordinator  
Orange County Fire Training Center  
9 Training Center Lane  
New Hampton, New York 10958  
(845) 374-1900

Walter Koury, Commissioner  
Orange County Emergency  
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22 Wells Farm Road  
Goshen, New York 10924  
(845) 615-0400

Arthur Snyder, Director  
Ulster County Emergency  
Management  
238 Golden Hill Drive  
Kingston, New York  
(845) 331-7000

References – Hospitals

Orange Regional Medical Center  
60 Prospect Avenue  
Middletown, New York 10940  
(845) 343-2424

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Vice President of Administration

Wayne Becker  
Vice President of Special Projects

John Bilancione  
EMS Outreach Coordinator

St. Francis Hospital and Health Centers  
241 North Road  
Newburgh, NY 12601  
(845) 483-5000

Robert Savage  
President and CEO

Nancy DeWitt  
Director of Trauma Services

St. Luke's Cornwall Hospital  
70 Dubois Street  
Newburgh, New York 12550  
(845) 561-4400

Alan Atzrott  
President and CEO

Kevin Ronk  
Vice President of Support Services

Barbara Hermance  
E.D. Nursing Director

Northern Dutchess Hospital  
6511 Springbrook Avenue  
Rhinebeck, New York 12572  
(845) 876.3001

Anne Nelson  
Vice President of Patient Services

RESOLUTION NO.: <sup>100</sup>\_\_\_\_\_ - 2015

OF

APRIL 27, 2015

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
A LICENSE AGREEMENT RENEWAL FOR THE USE OF CLASSROOM SPACE  
LOCATED AT 22 GRAND STREET FOR THE PURPOSE OF TRAINING  
BY THE MOBILE LIFE SUPPORT SERVICES, INC.**

**WHEREAS**, by Resolution No. 60-2013 of March 25, 2013, the City of Newburgh authorized a license agreement with Mobile Life Support Services ("MLSS") for the use of classroom space located at 22 Grand Street for the training purposes which include various CPR, First Aid and EMS Certification programs; and

**WHEREAS**, the term of the agreement was for two (2) years commencing on April 1, 2012 and terminating on March 31, 2015 with an annual license fee of \$40,000.00 per year; and

**WHEREAS**, the parties wish to renew the license agreement for an additional two year term commencing on April 1, 2015 and terminating on March 31, 2017; and

**WHEREAS**, the City Council has examined such license agreement, a copy of which is annexed hereto and made a part of this resolution, and determined it to be in the best interests of the City of Newburgh to enter into such license agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and is hereby authorized to execute and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh.

ORDINANCE NO.: 5 - 2015

OF

APRIL 27, 2015

**AN ORDINANCE AMENDING SECTION 288-64.1, SCHEDULE VI(A), PROHIBITED  
TURNS AT INTERSECTIONS BY VEHICLES HAVING TOTAL GROSS WEIGHTS IN  
EXCESS OF FIVE TONS, AND SECTION 288-71, SCHEDULE XIII, PARKING  
PROHIBITED AT ALL TIMES OF THE CODE OF ORDINANCES**

**BE IT ORDAINED**, by the Council of the City of Newburgh, New York that Section 288-64.1, Schedule VI(A) and Section 288-71, Schedule XIII, be and are hereby amended as follows:

**Section 288-64.1. Schedule VI(A): Prohibited Turns at Intersections by Vehicles Having Total Gross Weights in Excess of Five Tons.**

In accordance with the provisions of Section 288-12.1, no person operating a vehicle having a total gross weight in excess of five tons shall make a turn of the kind designated below at any of the following locations:

<u>Name of Street</u>	<u>Direction of Traffic</u>	<u>Prohibited Turn</u>	<u>Hours</u>	<u>At Intersection of</u>
<u>Liberty Street</u>	<u>South</u>	<u>Right</u>	<u>All</u>	<u>Spring Street</u>

**Section 288-71. Schedule XIII: Parking Prohibited at All Times.**

In accordance with the provisions of Section 288-21, no person shall park a vehicle at any time upon any of the following described streets or parts of streets:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Spring Street	North	Beginning at a point perpendicular to a projection of the westerly curb line along Liberty Street and continuing west for a distance of 137 feet

Underlining denotes additions

~~Strikethrough~~ denote deletions

Spring Street

South

Beginning at a point 90 feet to the west from the perpendicular ~~to a~~ projection of the westerly curb line along Liberty Street and continuing west for a distance of 1564 feet

This Ordinance shall take effect immediately.

Underlining denotes additions  
~~Strikethrough~~ denote deletions