



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

March 26, 2018

7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes of the meeting of March 12, 2018
5. City Manager Update
6. Monthly Financial Report - February 2018

The Monthly Financial report will be presented at Monday's Council Meeting by City of Newburgh Comptroller Katie Mack.

El reporte financiero mensual será presentado en la Sesión General del Concejal por la Contralor de la Ciudad de Newburgh Katie Mack.

Presentations/Presentaciones

7. A Proclamation will be presented to Onita Boone recognizing her artistic achievements throughout the United States
Se presentara una proclamación a Onita Boone reconociendo sus logros artísticos en los Estados Unidos.
8. A Presentation of Women's History Month by Newburgh Free Academy Students and Certificates of Appreciation to be presented for their efforts
(Councilman Torrance Harvey - Presentation by Newburgh Free Academy Students)

Una presentación sobre el Mes de la Historia de la Mujer por estudiantes de "Newburgh Free Academy" y Certificados de Apreciación serán presentados por sus esfuerzos. (Concejal Torrance Harvey – Presentación por los estudiantes de Newburgh Free Academy)

Comments from the public regarding agenda and general matters of City Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

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

9. Resolution No. 64 - 2018 Newburgh Armory Unity Center Management Agreement Extension

Resolution authorizing the City Manager to execute a twenty-five year extension to the management agreement between the City of Newburgh and The Newburgh Armory Unity Center, Inc. (Mr. Kaplan)

Una resolución autorizando al Gerente de la Ciudad a ejecutar una extensión de veinticinco años al acuerdo administrativo entre la Ciudad de Newburgh y el Centro de Unidad de la Armoria de la Ciudad de Newburgh, Inc. (Sr. Kaplan)

10. Resolution No. 65 - 2018 Contract with Gorick Construction Company, Inc. for 215 First Street

Resolution authorizing the execution of a contract with Gorick Construction Co., Inc. for the emergency demolition of 215 First Street at a cost of \$104,448.00 and amending Resolution No: 333-2017, the 2018 Budget for the City of Newburgh, New York to fund the emergency demolition expenses (Jason Morris)

Una resolución autorizando la ejecución de un contrato con Gorick Construction Co., Inc. Para la demolición de emergencia de la 215 de la Calle First a un costo de \$104, 448.00 y enmendando la Resolución No. 333-2017, el presupuesto del 2018 para la Ciudad de Newburgh, Nueva York para financiar los gastos de la demolición de emergencia. (Jason Morris)

11. Resolution No. 66 - 2018 QUEST Proposal for NYSDOL Variance & Air Monitoring for Demolition of 215 First Street

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) in the amount of \$7,790.00 for asbestos variance application and air monitoring services for the emergency demolition of 215 First Street (Jason Morris)

Una resolución autorizando al Gerente de la ciudad a aceptar una propuesta y ejecutar un acuerdo con "Quality Environmental Solutions & Technologies, Inc." (QUES&T) por el monto de \$7,790.00 para una solicitud de variación de asbestos y servicios de monitoreo del aire para la demolición de emergencia de la 215 de la Calle First. (Jason Morris)

12. Resolution No. 67 - 2018 - QUEST Proposal for asbestos & lead testing at City Hall

Resolution authorizing the City Manager to accept a proposal and execute and agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for asbestos and lead testing services for City Hall at a cost of \$1,729.00 (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con “Quality Environmental solutions & Technologies, Inc.” (QUES&T) para servicios de pruebas de asbestos y plomo para la Municipalidad por un costo de \$1,729.00 (Jason Morris)

13. Resolution No. 68 - 2018 Donations for annual City events

Resolution authorizing the City Manager to accept donations in support of the City of Newburgh’s annual Memorial Day and Fourth of July observances, National Night Out, The Annual International Festival and the Halloween event for 2018 (Michelle Kelson & Katie Mack)

Una resolución autorizando al Gerente de la Ciudad a aceptar donaciones en apoyo al Día de los Caídos y Celebraciones del Cuatro de Julio que son observadas anualmente en la Ciudad de Newburgh, la Noche Nacional Afuera, el Festival Internacional Anual y el evento de Halloween para el 2018. (Michelle Kelson y Katie Mack)

14. Resolution No. 69 - 2018 Annual City events -- contracts for various performing artists and related services

Resolution authorizing the City Manager to enter into agreements with various parties to provide performing arts and relates services in connection with the City of Newburgh’s annual Memorial Day and Fourth of July observances, National Night Out, The Annual International Festival and the Halloween event for 2018. (Michelle Kelson & Katie Mack)

Una resolución autorizando al Gerente de la Ciudad a entrar en acuerdos con diversas partes para brindar artes escénicas y servicios relacionados en conexión con el día conmemorativo de los caídos anual de la Ciudad de Newburgh y las Celebraciones del cuatro de julio, la Noche Nacional Afuera, el Festival Internacional Anual y el evento de Halloween para el 2018. (Michelle Kelson y Katie Mack)

15. Resolution No. 70 - 2018 - Newburgh Illuminated 2018 -- City Co-Sponsorship

Resolution to continue sponsorship of the Newburgh Illuminated Festival. (Michelle Kelson & Katie Mack)

Una resolución para continuar auspiciando el Festival Newburgh Iluminado. (Michelle Kelson y Katie Mack)

16. Resolution No. 71 -2018 2017 Final Year End Expense Budget Transfers

Resolution amending Resolution No: 310A-2016, the 2017 Budget for the City of Newburgh, New York for year end adjustments. (Katie Mack)

Una resolución enmendando Resolución No: 310ª-2016, del presupuesto de la Ciudad de Newburgh, Nueva York para ajustes de fin de año. (Katie Mack)

17. Resolution No. 72 - 2018 Extension of time to close on 246 Grand Street

Resolution authorizing the extension of time to close title on the property

located at 246 Grand Street (Section 12, Block 2, Lot 21) sold at private sale to Charles Ortiz. (Michelle Kelson)

Una resolución autorizando la extensión de tiempo para cerrar en el título de propiedad en la 246 de la Calle Grand (sección 12, Bloque 2, Lote 21) vendido en ventas privadas a Chales Ortiz. (Michelle Kelson)

18. Resolution No. 73 - 2018 Donation of a "skateable" sculpture from Erica Enriquez

Resolution authorizing the City Manager to accept a donation of a "Skateable" sculpture from Erica Enriquez for use at the City of Newburgh Skateboard Park. (Ali Church)

Una resolución autorizando al Gerente de la ciudad a aceptar una donación de una escultura "patinaje" de Erica Enriquez para ser usada en el Parque de Patinaje de la Ciudad de Newburgh. (Ali Church)

19. Resolution No. 74 - 2018 Purchase of 44 Johnes Street, Unit 103-J

Resolution to authorize the conveyance of real property known as 44 Johnes Street, Unit 103-J (Section 58, Block 1, Lot 1.-3) at private sale to Nicole Blair for the amount of for the amount of \$33,000.00. (Ali Church)

Una resolución autorizando el traspaso de bienes raíces conocidos como la 44 de la Calle Johnes, Unidad 103-J (Sección 58, bloque 1, Lote 1.-3) en una venta privada a Nicole Blair por la cantidad de \$33,000.00. (Ali Church)

20. Resolution No. 75 - 2018 Purchase of 53 Benkard Avenue

Resolution to authorize the conveyance of real property known as 53 Benkard Avenue (Section 45, Block 13, Lot 3) at private sale to Amber France for the amount of \$43,000.00. (Ali Church)

Una resolución autorizando el traspaso de bienes raíces conocidos como la 53 de la Avenida Benkard, (Sección 45, bloque 13, Lote 3) en una venta privada a Amber France por la cantidad de \$43,000.00. (Ali Church)

21. Resolution No. 76 - 2018 Purchase of 221 Third Street

Resolution to authorize the conveyance of real property known as 221 Third Street (Section 22, Block 2, Lot 11) at private sale to Dena Shottenkirk for the amount of \$3,060.00. (Ali Church)

Una resolución autorizando el traspaso de bienes raíces conocidos como la 221 de la Calle Third, (Sección 22, bloque 2, Lote 11) en una venta privada a Dena Shottenkirk por la cantidad de \$3,060.00. (Ali Church)

22. Resolution No. 77 - 2018 Purchase of 173 Fullerton Avenue

Resolution authorizing the conveyance of real property known as 173 Fullerton Avenue (Section 15, Block 5, Lot 3) at private sale to Odai Sookramnauth and Shalene Sookramnauth for the amount of \$25,000.00. (Ali Church)

Una resolución autorizando el traspaso de bienes raíces conocidos como la 173 de la Avenida Fullerton, (Sección 15, bloque 5, Lote 3) en una venta privada a Odai Sookramnuth por la cantidad de \$25,000.00. (Ali Church)

23. Resolution No. 78 -2018 NYSDOT Pedestrian Safety Action Plan Grant for West End Gateways

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Department of Transportation Pedestrian Safety Action Plan Grant in an amount not to exceed \$635,500.00 with no City match for a Comprehensive Pedestrian Improvement Plan for the West End Gateway in the City of Newburgh. (Ali Church)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Plan de Acción de Seguridad del Peatón del Departamento de Transporte del Estado de Nueva York por un monto que no exceda \$635,500.00 sin necesidad que la Ciudad iguale los fondos para un plan integral de mejoramiento peatonal para la entrada del lado Oeste en la Ciudad de Newburgh. (Ali Church)

24. Resolution No. 79 - 2018 - Non-Fatal Shootings Initiative

Resolution authorizing the City Manager to accept a New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance grant in the amount of \$152,592.00 to fund a City of Newburgh Police Detective in support of the Non-Fatal Shootings Initiative Program. (Chief Douglas Solomon)

Una resolución autorizando al Gerente de la Ciudad a aceptar la subvención Conmemorativa de Asistencia de Justicia Edward Byrne de la División de Servicios de Justicia Criminal del Estado de Nueva York por el monto de \$152,592.00 para financiar a un Detective Policial en la Ciudad de Newburgh en apoyo del programa de iniciativa de tiroteos no fatales. (Jefe Douglas Solomon)

25. Resolution No. 80 - 2018 Orange County Summer Youth Employment Program

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 2018. (Derrick Stanton)

Una resolución autorizando al Gerente de la ciudad a entrar en un acuerdo con el Condado de Orange para el Programa de Entrenamiento y Empleo para la Juventud durante el Verano para brindar a gente joven a que trabajen para la Ciudad de Newburgh durante el verano del 2018. (Derrick Stanton)

26. Resolution No. 81 - 2018 Mobile Life Services EMS Agreement Renewal

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.

(Assistant Chief Alhers & Michelle Kelson)

Una resolución designando a “Mobile Life Support Services, Inc.” Como el proveedor designado de servicios de emergencia médica para la Ciudad de Newburgh de acuerdo con los términos de un acuerdo entre las partes y autorizando al Gerente de la Ciudad a ejecutar una renovación de dicho acuerdo. (Asistente de Jefe Alhers y Michelle Kelson)

27. Resolution No., 82 - 2018 Mobile Life Services License Agreement Renewal

Resolution authorizing the execution of a license agreement renewal for the use of classroom space located at Grand Street for the purpose of training by the Mobile Life Support Services, Inc. (Asst.Chief Ahlers & Michelle Kelson)

Una resolución autorizando la ejecución de la renovación de un acuerdo de licencia para el uso del salón de clases ubicado en la Calle Grand con el propósito de entrenamiento por “Mobile Life Support Services, Inc.” (Asistente de Jefe Ahlers y Michelle Kelson)

28. Resolution No. 83 - 2018 Inter-Municipal Agreement with the County of Orange for the Stop-DWI Program

Resolution authorizing the City Manager or the Police Chief as Manager's designee to execute an Inter-Municipal Agreement with the County of Orange confirming City of Newburgh Participation in the Stop-DWI Program for the enforcement period of March 15, 2018 to January 1, 2019 and to accept an award not to exceed \$3,145.00 covering 60 Person-Hours for the First Enforcement Period of 2018 (March 15, 2018 - May 29, 2018) (Chief Douglas Solomon)

Una resolución autorizando al Gerente de la Ciudad o al Jefe de Policía como designado del Gerente a ejecutar un acuerdo inter-municipal con el Condado de Orange confirmando la Participación de la Ciudad de Newburgh en el Programa de Pare-DWI para que sea aplicado durante el periodo de 15 de marzo de 2018 a 1 de enero de 2019 y aceptar un premio que no exceda \$3,145.00 cubriendo 60 horas de persona para el primer periodo de aplicación del 2018 (15 de marzo de 2018 – 29 de mayo de 2018) (Jefe Douglas Solomon)

29. Resolution No. 84 - 2018

A Resolution Authorizing the City Manager to execute a Payment of Claim with Hazam Alharbi in the amount of \$3,278.28.

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:

RESOLUTION NO.: 64 - 2018

OF

MARCH 26, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A TWENTY-FIVE YEAR EXTENSION TO THE MANAGEMENT
AGREEMENT BETWEEN THE CITY OF NEWBURGH AND
THE NEWBURGH ARMORY UNITY CENTER, INC.**

WHEREAS, by Resolution No. 146-2011 of July 11, 2011, the City Council of the City of Newburgh determined that the Newburgh Armory Unity Center, Inc. ("NAUC") was the most capable entity to provide management, operation, and fundraising services for the Newburgh Armory located at 321 South William Street in the City of Newburgh and authorized the City Manager to execute a Management Agreement with the NAUC; and

WHEREAS, the term of the original Management Agreement was for twenty-five (25) years from July 19, 2011 through July 18, 2036 and may be extended and renewed for another term upon the mutual, written agreement of the parties hereto; and

WHEREAS, by Resolution No. 73-2015 of April 13, 2015, the City Council authorized the City Manager to execute an addendum to the Management Agreement extending the term for an additional fifty (50) years commencing on July 19, 2036 and terminating on July 18, 2086 and designated as the "Renewal Term"; and

WHEREAS, the City recognizes the enormous beneficial impact that the Newburgh Armory has had on the City of Newburgh by providing a home for recreational and educational programs that have greatly benefited the greater Newburgh community; and

WHEREAS, the City wishes to ensure the continued success of the Newburgh Armory for future generations by extending the Renewal Term of the term of the Management Agreement for an additional twenty-five (25) years, commencing on July 19, 2086 and terminating on July 18, 2111; and this Council has reviewed the annexed second addendum to the Management Agreement and finds that the execution of such agreement is in the best interests of the City of Newburgh and its citizens;

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 twenty-five (25) year extension to the Renewal Term of the Management Agreement with the Newburgh Armory Unity Center, Inc. in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require.

SECOND ADDENDUM TO MANAGEMENT AGREEMENT

THIS SECOND ADDENDUM TO MANAGEMENT AGREEMENT ("Addendum"), made as of this ____ day of _____, 2018, by and between the City of Newburgh, a New York municipal corporation ("City") and Newburgh Armory Unity Center, Inc., a New York not-for-profit corporation ("Manager").

WITNESSETH:

WHEREAS, on July 19, 2011, the City and the Manager executed a Management Agreement for the administration, operation, marketing and management of the building now known as the Newburgh Armory located at 321-393 S. William St., Newburgh, New York (the "Management Agreement"); and

WHEREAS, the original term of the Management Agreement was for twenty-five (25) years from July 19, 2011 through July 18, 2036;

WHEREAS, on May 14, 2015, the City and the Manager executed a First Addendum to Management Agreement, extending the term of the Management Agreement for an additional fifty (50) years from July 19, 2036 through July 18, 2086;

WHEREAS, the City recognizes the enormous beneficial impact that the Newburgh Armory has had on the City of Newburgh by providing a home for recreational and educational programs that have greatly benefited the greater Newburgh community; and

WHEREAS, accordingly, the City wishes to ensure the continued success of the Newburgh Armory for future generations by extending and renewing the term of the Management Agreement for an additional twenty-five (25) years, and the Manager agrees to the same:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term set forth in Paragraph 4.1 of the Management Agreement, as extended by the First Addendum to Management Agreement, shall be renewed for an additional twenty-five (25) year term commencing on July 19, 2086 and terminating on July 18, 2111 ("Renewal Term").
2. All other terms and conditions set forth in the Management Agreement shall remain in full force and effect during the Renewal Term.

IN WITNESS WHEREOF, the City and the Manager have duly executed this Agreement in duplicate as of the day and year first above written.

CITY OF NEWBURGH

NEWBURGH ARMORY UNITY CENTER,
INC.

By:_____

Name: Michael G. Ciaravino

Its: City Manager

Per Resolution No.:

By:_____

Name:

Its:

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

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

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

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

RESOLUTION NO.: 65 - 2018

OF

MARCH 26, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT
WITH GORICK CONSTRUCTION CO., INC. FOR THE EMERGENCY DEMOLITION OF
215 FIRST STREET AT A COST OF \$104,448.00 AND
AMENDING RESOLUTION NO: 333-2017,
THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO FUND THE EMERGENCY DEMOLITION EXPENSES**

WHEREAS, the City of Newburgh determined that the collapsing structure located at 215 First Street represented an immediate threat to the public health and safety to the neighborhood and pedestrians and vehicular traffic along First Street; and

WHEREAS, pursuant to the City of Newburgh's Emergency Procurement Policy, it was determined that Gorick Construction Co., Inc. was fully qualified and provided the lowest price to complete the demolition of the collapsing structure located at 215 First Street; and

WHEREAS, funding for such demolition work will be derived from H1.1620.0200.8105.2016 - 2016 BAN Demolition and a budget transfer from General Fund Contingency; and

WHEREAS, this Council has determined that it is in the best interests of the City of Newburgh and its further development to enter into a contract for such demolition services and the budget transfer;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute a contract with Gorick Construction Co., Inc. in the amount of \$104,448.00 for the demolition of the structure located at 215 First Street; and

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

	<u>Decrease</u>	<u>Increase</u>
A.1900.1900 Contingency Emergency	<u>\$66,538.00</u>	
A.1365.0448 Property Management -Maintenance Other Services		<u>\$66,538.00</u>
TOTAL:	\$66,538.00	\$66,538.00

RESOLUTION NO.: 66 - 2018

OF

MARCH 26, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
IN THE AMOUNT OF \$7,790.00 FOR ASBESTOS VARIANCE APPLICATION AND AIR
MONITORING SERVICES FOR THE EMERGENCY DEMOLITION 215 FIRST STREET**

WHEREAS, the City of Newburgh must undertake emergency demolition work as a result of the collapse of the building located at 215 First Street; and

WHEREAS, the demolition work presumes the presence of asbestos containing material which must be addressed in compliance with law, rule and regulation; and

WHEREAS, Quality Environmental Solutions & Technologies, Inc. (QUES&T) is a qualified environmental remediation consultant and has submitted a proposal for ensuring compliance with applicable laws, rules and regulations related to the demolition work including applying for appropriate variances or other permits from the New York State Department of Labor and supervision and site monitoring; and

WHEREAS, the collapse of the building was an unforeseen occurrence affecting the life, health and safety of the City residents constituting a public emergency within the meaning of the General Municipal Law and the City staff has obtained approval to follow the City's Emergency Procurement Policy in obtaining the QUES&T proposal; and

WHEREAS, the cost for these services will be \$7,990.00 and funding shall be derived from A.1365.0448 - Property Maintenance - Other Services; 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 hereby is authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos related services in the amount of \$7,990.00 in connection with the emergency demolition of 215 First Street.

RESOLUTION NO.: 67 - 2018

OF

MARCH 26, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
FOR ASBESTOS AND LEAD TESTING SERVICES FOR CITY HALL
AT A COST OF \$1,729.00**

WHEREAS, by Resolution No. 32-2018 of February 12, 2018, the City Council authorized the City Manager to accept a proposal and execute a contract with McLaren Engineering Group for structural and electrical engineering services for City Hall; and

WHEREAS, the structural and electrical engineering services require asbestos and lead sampling; and

WHEREAS, Quality Environmental Solutions & Technologies, Inc. (QUES&T) is a qualified environmental remediation consultant and has submitted a proposal for asbestos and lead testing services for City Hall located at 83 Broadway; and

WHEREAS, the proposal includes sampling, evaluation and inspections; and

WHEREAS, the cost for these services will be \$1,729.00 and such funding shall be derived from A.1620.0448- Municipal Buildings - Other Services; 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. in the amount of \$1,729.00 for asbestos and lead testing services for City Hall.

RESOLUTION NO.: 68-2018

OF

MARCH 26, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS IN SUPPORT OF THE CITY OF NEWBURGH'S
ANNUAL MEMORIAL DAY AND FOURTH OF JULY OBSERVANCES,
NATIONAL NIGHT OUT, THE ANNUAL INTERNATIONAL FESTIVAL
AND THE HALLOWEEN EVENT FOR 2018**

WHEREAS, the City of Newburgh annually holds Memorial Day and Fourth of July Observances, National Night Out, the Annual International Festival over the Labor Day holiday and the Halloween Event; and

WHEREAS, various businesses, firms and individuals have made and are willing to make contributions of money and in-kind assistance to support these 2018 events; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh's annual Memorial Day and Fourth of July Observances, National Night Out, the Annual International Festival and the Halloween event for 2018.

RESOLUTION NO.: ____69____ - 2018

OF

MARCH 26, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AGREEMENTS WITH VARIOUS PARTIES
TO PROVIDE PERFORMING ARTS AND RELATED SERVICES
IN CONNECTION WITH THE CITY OF NEWBURGH'S
ANNUAL MEMORIAL DAY AND FOURTH OF JULY OBSERVANCES,
NATIONAL NIGHT OUT, THE ANNUAL INTERNATIONAL FESTIVAL AND
THE HALLOWEEN EVENT FOR 2018**

WHEREAS, the City of Newburgh annually holds Memorial Day and Fourth of July Observances, National Night Out, the Annual International Festival over the Labor Day holiday, and the Halloween Event; and

WHEREAS, it is appropriate and necessary to authorize the City Manager to enter into agreements by which performing artists, production services and necessary equipment and facilities shall be provided; and

WHEREAS, there is funding available in Trust and Agency Accounts for those events and in the 2018 City budget; and

WHEREAS, such agreements shall not exceed the funds in the Trust and Agency Accounts and the 2018 Budget; and

WHEREAS, this Council has determined that entering into agreements in connection with these annual events is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into agreements with terms and conditions as Corporation Counsel may require, with the performing artists and providers of related necessary services in connection with the Memorial Day and Fourth of July Observances, National Night Out, the Annual International Festival, and the Halloween Event for 2018, with the net cost to the City of such agreements not to exceed the Trust and Agency Account proceeds and 2018 Budget.

RESOLUTION NO.: 70 - 2018

OF

MARCH 26, 2018

**A RESOLUTION TO CONTINUE SPONSORSHIP OF THE
NEWBURGH ILLUMINATED FESTIVAL**

WHEREAS, the Newburgh Illuminated Festival will be held on June 2, 2018; and

WHEREAS, the Newburgh Illuminated Festival is an event designed to celebrate the rich history of the City, its cultural diversity and the residents that reside here, thus resulting in increased tourism, increased business support and positive regional perception; and

WHEREAS, the organizers of the Newburgh Illuminated Festival have requested that the City Council support the Festival as a City-sponsored event; and

WHEREAS, this City Council finds that supporting the Newburgh Illuminated Festival as a City-sponsored event is in the best interests of the residents of the City of Newburgh. That it is in the best interests of residents for the city departments such as Department of Public Works, City Police and others as needed to partner with the Festival organizers;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York hereby supports and sponsors the Newburgh Illuminated Festival as a City-sponsored event and that such sponsorship be limited to providing insurance coverage for the event.

RESOLUTION NO.: 71 - 2018

OF

MARCH 26, 2018

RESOLUTION AMENDING RESOLUTION NO: 310A-2016,
THE 2017 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
FOR YEAR END ADJUSTMENTS

WHEREAS, it has become necessary to reallocate available funds in the FY 2017 budget from expense lines with remaining balances to overspent expense lines;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 310A-2016, the 2017 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990 Contingency-Emergency	\$250,000.00	
A.9711.0700 BOND Interest	\$ 11,854.60	
A.9730.0600 BAN Principal	\$ 31,666.00	
A.9731.0700 BAN Interest Expense	\$ 12,544.77	
A.3412.0101 Salary		\$ 37,412.72
A.3412.0103 Overtime		\$265,396.34
A.3412.0103.0001 Overtime-Civilians		\$ 1,650.96
A.3412.0105 Holiday Pay	<u> </u>	<u>\$ 1605.35</u>
GENERAL FUND TOTALS:	\$306,065.37	\$306,065.37
F.1900.1990 Contingency-Emergency	\$ 5,752.00	
F.1420.0448 Other Services	<u> </u>	<u>\$ 5,752.00</u>
WATER FUND TOTALS:	\$ 5,752.00	\$ 5,752.00

RESOLUTION NO. 72 - 2018

OF

MARCH 26, 2018

**A RESOLUTION AUTHORIZING THE
EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY
LOCATED AT 246 GRAND STREET (SECTION 12, BLOCK 2, LOT 21)
SOLD AT PRIVATE SALE TO CHARLES ORTIZ**

WHEREAS, by Resolution 284-2017 of October 10, 2017, the City Council of the City of Newburgh authorized the conveyance of property known as 246 Grand Street (Section 12, Block 2, Lot 21) to Charles Ortiz; and

WHEREAS, the City Manager granted the sixty (60) day allotted extension to close title on said premises on or before March 13, 2018; and

WHEREAS, due to continuing circumstances, specifically outstanding title issues, Mr. Ortiz, is requesting an additional extension of time to close; and

WHEREAS, this Council has determined that granting the requested extension would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to close title for the property located at 246 Grand Street is hereby authorized until July 31, 2018.

RESOLUTION NO.: 73 - 2018

OF

MARCH 26, 2018

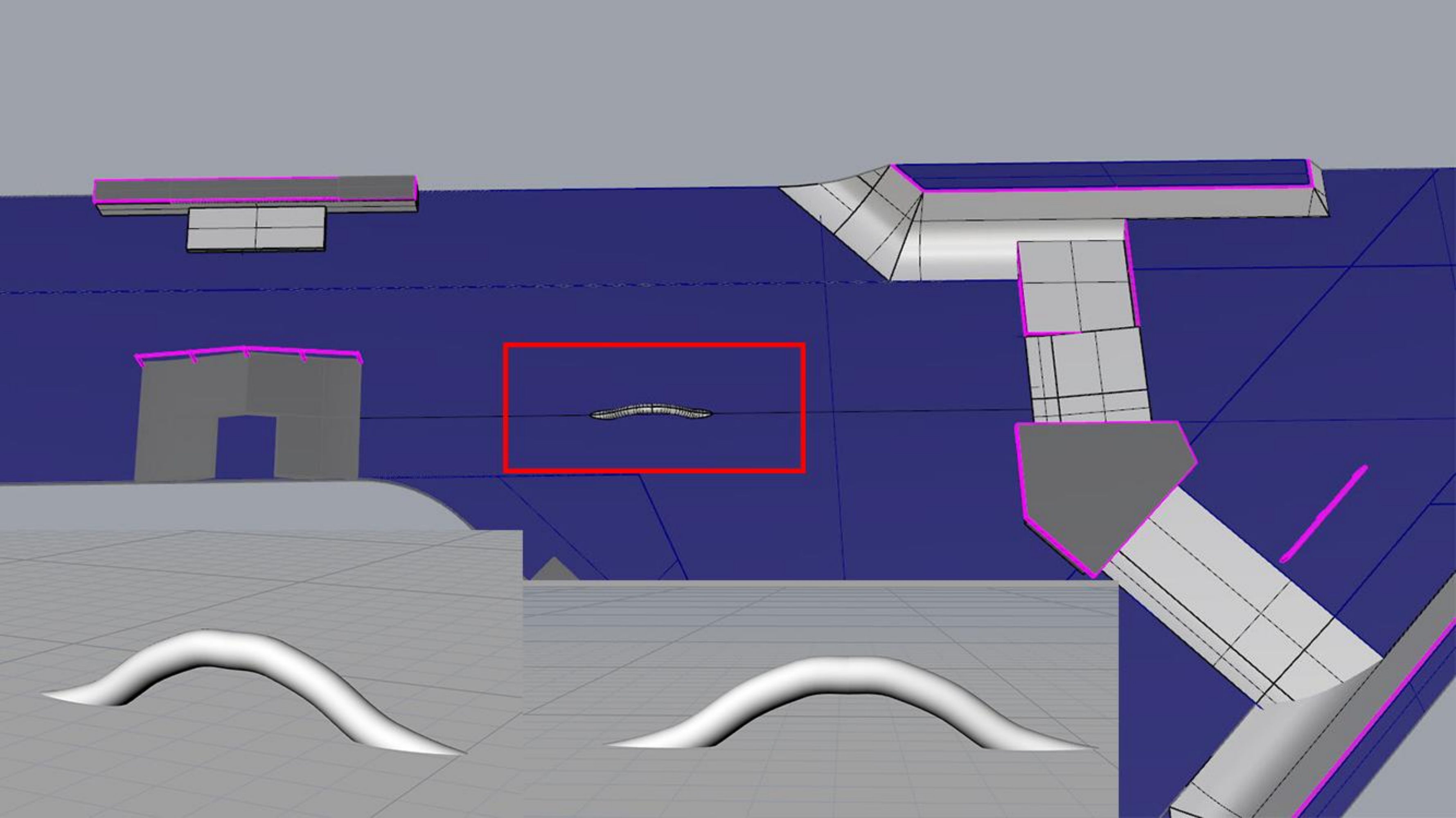
**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A DONATION OF
A “SKATEABLE” SCULPTURE FROM ERICA ENRIQUEZ
FOR USE AT THE CITY OF NEWBURGH SKATEBOARD PARK**

WHEREAS, Erica Enriquez, an early supporter of the Newburgh Skateboard Park Project and Newburgh Free Academy graduate, is working as a sculptor specializing in skateable sculptures; and

WHEREAS, Ms. Enriquez has designed and offered to donate a sculpture for the Newburgh Skateboard Park and has worked with Grindline, the City’s skateboard park designer to find a suitable location for installation; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donation, which will include the installation;

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 skateable sculpture for the Newburgh Skateboard Park donated by Erica Enriquez, with the appreciation and thanks of the City of Newburgh.



RESOLUTION NO.: 74 - 2018

OF

MARCH 26, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 44 JOHNES STREET, UNIT 103-J (SECTION 58, BLOCK 1, LOT 1.3)
AT PRIVATE SALE TO NICOLE BLAIR FOR THE AMOUNT OF \$33,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 44 Johnes Street, Unit 103-J being more accurately described as Section 58, Block 1, Lot 1.3 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before June 29, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
44 Johnes Street, Unit 103-J	58 - 1 - 1.3	Nicole Blair	\$33,000.00

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

Terms and Conditions of Sale

44 Johnes Street, Unit 103-J, City of Newburgh

(58-1-1.-3)

STANDARD TERMS:

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

7. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before June 29, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, water and sanitation charges, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not

convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 75 - 2018

OF

MARCH 26, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 53 BENKARD AVENUE (SECTION 45, BLOCK 13, LOT 3)
AT PRIVATE SALE TO AMBER FRANCE FOR THE AMOUNT OF \$43,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 53 Benkard Avenue, being more accurately described as Section 45, Block 13, Lot 3, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before June 29, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
53 Benkard Avenue	45 - 13 - 3	Amber France	\$43,000.00

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

Terms and Conditions Sale

53 Benkard Avenue, City of Newburgh (45-13-3)

STANDARD TERMS:

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

9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before June 29, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.

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

RESOLUTION NO.: 76 - 2018

OF

MARCH 26, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 221 THIRD STREET (SECTION 22, BLOCK 2, LOT 11)
AT PRIVATE SALE TO DENA SHOTTENKIRK FOR THE AMOUNT OF \$3,060.00**

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

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

WHEREAS, the City of Newburgh desires to sell 221 Third Street, being more accurately described as Section 22, Block 2, Lot 11 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before June 29, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
221 Third Street	22 - 2 - 11	Dena Shottenkirk	\$3,060.00

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

Terms and Conditions Sale

221 Third Street, City of Newburgh (22-2-11)

STANDARD TERMS:

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

7. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
8. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
9. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
10. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
11. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
12. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before June 29, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.

15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
19. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 77 - 2018

OF

MARCH 26, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 173 FULLERTON AVENUE (SECTION 15, BLOCK 5, LOT 3)
AT PRIVATE SALE TO ODAI SOOKRAMNAUTH AND SHALENEE SOOKRAMNAUTH
FOR THE AMOUNT OF \$25,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 173 Fullerton Avenue, being more accurately described as Section 15, Block 5, Lot 3 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have offered to purchase this property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before June 29, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
173 Fullerton Avenue	15 - 5 - 3	Odai Sookramnauth Shalenee Sookramnauth	\$25,000.00

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

Terms and Conditions Sale

173 Fullerton Avenue, City of Newburgh (15-5-3)

STANDARD TERMS:

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

7. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before June 29, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**

15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 78 - 2018

OF

MARCH 26, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PEDESTRIAN SAFETY ACTION PLAN GRANT IN AN AMOUNT
NOT TO EXCEED \$635,500.00 WITH NO CITY MATCH FOR
A COMPREHENSIVE PEDESTRIAN IMPROVEMENT PLAN
FOR THE WEST END GATEWAY IN THE CITY OF NEWBURGH**

WHEREAS, the intersection of Washington and Lake Streets is a key link between Independent Living/Independence Square and Delano-Hitch Recreation Park and is near Muchattoes Lake, the Lake Street Apartments, Cerone Place, the Armory Unity Center, Cornerstone Family Health Center and the Save-a-Lot market and also has the highest number of accidents per mile of any street within the City of Newburgh; and

WHEREAS, the City, through an AARP Community Challenge Grant and in conjunction with Orange County Planning, Orange County Health Department, Independent Living, and Cornerstone Health implemented a Complete Streets Demonstration Project to be located at the intersection of Washington Street and Lake Street to provide increased pedestrian safety and accessibility; and

WHEREAS, the City of Newburgh proposes to undertake a comprehensive pedestrian improvement scheme for the entire West End Gateway, to include high-visibility crosswalks, clearly announcing “no-turn on red” or “yield on turn” rules to motorists, and at many intersections providing bump-outs and pedestrian refuges to limit the distance pedestrians need to cross the streets, some of which have already been installed temporarily through the City's Complete Street Demonstration Projects; and

WHEREAS, no matching funds are required from the City and the City Council finds that it is in the best interests of the City of Newburgh and its further development to apply for and accept the grant if awarded;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to apply for and accept if awarded a New York State Department of Transportation Pedestrian Safety Action Plan in an amount not to exceed \$635,500.00 with no City match for a comprehensive pedestrian improvement plan for the West End Gateway in the City of Newburgh; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



General Overview

Please consult the **Pedestrian Safety Action Plan (PSAP) Local Call for Projects Guidelines** and the PSAP Local Call Application Instructions before beginning the application. The guidelines and instructions can be found at <https://www.dot.ny.gov/divisions/operating/osss/highway/psap>.

Application Information

This application can be used to apply for pedestrian safety improvement projects consistent with the **Pedestrian Safety Action Plan Call for Local Projects Guidelines**.

To use the Adobe LiveCycle form, save a copy of the form to your computer. From your computer, open the saved form to start entering the requested information.

Web browsers such as Apple Safari, Google Chrome, and Mozilla Firefox may have their own non-Adobe PDF readers set as the default reader. If using one of these browsers, ensure that the default PDF viewer is changed to Adobe Reader. If Internet Explorer is used as the browser, typically no further action is needed. Applicants need Adobe Reader version 9 or higher to maximize the functionality in the form.

Unless otherwise indicated, use the "Tab" function to navigate through the form to ensure questions are answered in the correct order. Applicants are required to complete all required fields as they appear in the application. **Required fields are designated by a preceding asterisk (*) and may be highlighted in red.**

General Instructions for Completing the Application

Applicants must complete all sections of the application (Parts A-H)

PART A: Enter the Sponsor and/or Applicant Contact Information in the designated boxes. Municipalities that are interested in participating in the program but cannot sponsor their own project may leave the sponsor information blank.

PART B: Enter the project data in the designated boxes.

PART C: Enter data for each signalized intersection in the designated boxes.

PART D: Enter data for each uncontrolled crosswalk in the designated boxes.

PART E: Enter the PSAP funds requested and any other funds to be used in the designated boxes.

PART F: Enter the status and expected completion date for each deliverable.

PART G: Enter any other information pertinent to the project.

PART H: Sign the form, attach any additional supporting documentation such as backup for cost estimates and location maps to the email and submit the application.

Questions regarding this application may be directed to the NYSDOT Regional Planning contact or the MPO contact in your area. A contact list can be found at <https://www.dot.ny.gov/divisions/operating/osss/highway/psap>.

A completed application must be emailed to the
NYSDOT Regional Planning contact or the MPO contact in your area
no later than 3/9/2018.
Late applications will not be considered for funding.



PART A: APPLICANT INFORMATION

Applicants must complete all required fields as they appear in the application. Required fields are designated by a preceding asterisk (*).

SPONSOR INFORMATION:

*Sponsor Entity Name:	City of Newburgh				
*Salutation:	Mr.	*First Name:	Michael	*Last Name:	Ciaravino
*Title:	City Manager				
*Address 1:	83 Broadway				
Address 2:					
*City:	Newburgh	*State:	NY	*Zip Code:	12550
*Phone #:	845-569-7353	Fax Number:		*E-mail:	MCiaravino@cityofnewburgh-ny.gov

OTHER ENTITY:

If you are sponsoring this project on behalf of a municipality or other entity, enter the name here. If not applicable, enter "None."

*Other Entity Name:	
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CONTACT INFORMATION:

*Salutation:	Ms.	*First Name:	Alexandra	*Last Name:	Church
*Title:	City Planner				
☒ Check here if contact address information is the same as above. If not, please provide the following:					
*Address: 1	83 Broadway				
Address 2:					
*City:	Newburgh	*State:	NY	*Zip Code:	12550
*Phone #:	845-569-7388	Fax Number:		*E-mail:	achurch@cityofnewburgh-ny.gov



PART B: PROJECT DATA

*Project Name: Enter a project name

West End Gateways

*County: Pick the County from the drop down list

Orange

*Location: Enter one or more cities, towns or villages

City of Newburgh

MPO: Pick the MPO from the drop down (if applicable)

Orange County Transportation Council

*Urban Area: Pick the 2010 federal urban area from the drop down.

Poughkeepsie-Newburgh

Location Types: Enter the number of signalized intersections and uncontrolled crosswalks included in this project.

8 *Signalized Intersections

1 *Uncontrolled Crosswalks

*Enter a detailed project description below (Attach more information if necessary):

The City of Newburgh is looking to further the pedestrian realm on a targeted area of the City that has the highest incidents of traffic accidents, including pedestrian accidents, in the City. SLOSS data indicates that Lake Street has the highest incidents per linear feet of any street in the City, and Broadway has the highest number of incidents overall. At the intersection of Lake Street and Washington Street alone, there were 86 crashes between 2012-2016. This segment of the City connects high density housing (including specialized housing for those with disabilities), especially around Muchattoes Lake (along Lake Drive and Cerone Place); with services and attractions across Lake Street and across Broadway, such as the community health center, supermarket, parks, Armory Unity Center, and Broadway shopping. These streets are also both extremely wide, greatly increasing the distance that pedestrians must cross and the potential for a vehicle pedestrian conflict.

The City proposes to undertake a comprehensive pedestrian improvement scheme for the entire West End Gateway, especially by adding high-visibility crosswalks, clearly announcing "no-turn on red" or "yield on turn" rules to motorists, and at many intersections providing bump-outs and pedestrian refuges to limit the distance pedestrians need to cross the streets. These interventions have already been installed temporarily through the City's "Complete Street Demonstration Projects," which have used paint and plastic bollards to "try out" pedestrian improvements. However, high-speeds of travel and rough winters make these paint only interventions only last 1-2 years, and a more permanent solution will greatly improve safety.

The project proposes improvements to 8 signalized intersections and one additional non-signalized intersection which will provide access directly to and between parks and activities and housing developments. This will also work towards the City's and Orange County's plans for a trail system that links the Hudson River with Snake Hill. CONT. on ATTACHED

Describe any related education or enforcement efforts targeting pedestrian safety below:

The City of Newburgh has been implementing its Complete Streets demonstration projects for the last 2.5 years, including along Lake Street and Washington Street. This project includes substantial public outreach on pedestrian safety, including graphics development, public meetings, and most importantly "Demonstration Projects" where the community comes out to help install painted curb extensions, bump-outs, and other mock-ups of safety improvements, while we discuss why these improvements are necessary. This project was undertaken in 2017 at the Lake Street/ Washington Street intersection, funded through a AARP grant, and in conjunction with Orange County Planning, Orange County Health Department, Independent Living, and Cornerstone Health.

Detailed Project Description

The City of Newburgh is looking to further the pedestrian realm on a targeted area of the City that has the highest incidents of traffic accidents, including pedestrian accidents, in the City. SLOSS data indicates that Lake Street has the highest incidents per linear feet of any street in the City, and Broadway has the highest number of incidents overall. At the intersection of Lake Street and Washington Street alone, there were 86 crashes between 2012-2016. This segment of the City connects high density housing (including specialized housing for those with disabilities), especially around Muchattoes Lake (along Lake Drive and Cerone Place); with services and attractions across Lake Street and across Broadway, such as the community health center, supermarket, parks, Armory Unity Center, and Broadway shopping. These streets are also both extremely wide, greatly increasing the distance that pedestrians must cross and the potential for a vehicle pedestrian conflict.

The City proposes to undertake a comprehensive pedestrian improvement scheme for the entire West End Gateway, especially by adding high-visibility crosswalks, clearly announcing “no-turn on red” or “yield on turn” rules to motorists, and at many intersections providing bump-outs and pedestrian refuges to limit the distance pedestrians need to cross the streets. These interventions have already been installed temporarily through the City’s “Complete Street Demonstration Projects,” which have used paint and plastic bollards to “try out” pedestrian improvements. However, high-speeds of travel and rough winters make these paint only interventions only last 1-2 years, and a more permanent solution will greatly improve safety.

The project proposes improvements to 8 signalized intersections and one additional non-signalized intersection which will provide access directly to and between parks and activities and housing developments. This will also work towards the City’s and Orange County’s plans for a trail system that links the Hudson River with Snake Hill. Specific project information and reports can be found at the following locations:

<https://www.cityofnewburgh-ny.gov/planning-development/pages/lake-street-complete-streets>

https://www.cityofnewburgh-ny.gov/sites/newburghny/files/u576/kdlc_2015_dec_9_-_ncsp_ip.pdf

This project will also have the added benefit of tying together the West End’s recreation areas, some of which are the focus of major redevelopment, especially Crystal Lake and Snake Hill—both areas now being developed by Scenic Hudson. The neighborhoods directly served by these intersections have the largest parks in the City both by land mass and by use, including the Armory Unity Center, a flagship community center in the Hudson Valley with thousands of visitors a week.

Pedestrian safety is of an utmost concern in the City of Newburgh, where over 70% of households have access to 1 or fewer vehicles, and 33% of households do not have any access to a vehicle. Additionally, most housing units do not have access to driveways, meaning that even for those who have access to vehicles, walking along and crossing streets is a multi-daily occurrence.



PART C: LIST OF SIGNALIZED INTERSECTIONS

Enter data for each signalized intersections in the project. All locations must be identified.

*Priority	*Municipality	*Intersection Name or Cross Streets	*Latitude	*Longitude	*Potential Improvements (select all that apply)
1	City of Newburgh	Lake Street at Washington St/ Terr.	41.499416	-74.026850	☐ Signal Timing ☐ Backplates ☐ Countdown timers ☒ High Vis Xwalk Mark ☐ Restrict Pkg ☐ Left Turn Phasing ☐ Accessible Ped Signal ☐ Leading Ped Int ☒ Standard No Turn on Red Signs ☒ Overhead blank-out NTOR ☒ No Turn on Red Optional Plaques (R10-11, R10-30, NYR7-4P, NYR7-5P) ☒ Turning Vehicle Yield to Ped Sign ☐ Signal Ahead Signs ☐ Advance Cross Street Name Signs ☐ New Ped Signal ☒ Raised Pedestrian Median Refuge/Curb Extension ☒ Illumination Other:

Pedestrian Safety Action Plan Call for Local Projects Application

*Priority	*Municipality	*Intersection Name or Cross Streets	*Latitude	*Longitude	*Potential Improvements (select all that apply)
4	City of Newburgh	Little Britain Road/ West St at Washington Terrace	41.500784	-74.030916	☒ Signal Timing ☐ Backplates ☐ Countdown timers ☒ High Vis Xwalk Mark ☐ Restrict Pkg ☐ Left Turn Phasing ☐ Accessible Ped Signal ☐ Leading Ped Int ☒ Standard No Turn on Red Signs ☒ Overhead blank-out NTOR ☒ No Turn on Red Optional Plaques (R10-11, R10-30, NYR7-4P, NYR7-5P) ☒ Turning Vehicle Yield to Ped Sign ☐ Signal Ahead Signs ☐ Advance Cross Street Name Signs ☐ New Ped Signal ☒ Raised Pedestrian Median Refuge/Curb Extension ☒ Illumination Other:
5	City of Newburgh	West Street at Broadway	41.501381	-74.030830	☒ Signal Timing ☐ Backplates ☐ Countdown timers ☒ High Vis Xwalk Mark ☐ Restrict Pkg ☐ Left Turn Phasing ☐ Accessible Ped Signal ☐ Leading Ped Int ☐ Standard No Turn on Red Signs ☒ Overhead blank-out NTOR ☒ No Turn on Red Optional Plaques (R10-11, R10-30, NYR7-4P, NYR7-5P) ☒ Turning Vehicle Yield to Ped Sign ☐ Signal Ahead Signs ☐ Advance Cross Street Name Signs ☐ New Ped Signal ☒ Raised Pedestrian Median Refuge/Curb Extension ☒ Illumination Other:
6	City of Newburgh	Little Britain Road at Cerone Place	41.499868	-74.033200	☐ Signal Timing ☐ Backplates ☐ Countdown timers ☒ High Vis Xwalk Mark ☐ Restrict Pkg ☐ Left Turn Phasing ☐ Accessible Ped Signal ☐ Leading Ped Int ☐ Standard No Turn on Red Signs ☐ Overhead blank-out NTOR ☐ No Turn on Red Optional Plaques (R10-11, R10-30, NYR7-4P, NYR7-5P) ☒ Turning Vehicle Yield to Ped Sign ☐ Signal Ahead Signs ☐ Advance Cross Street Name Signs ☐ New Ped Signal ☐ Raised Pedestrian Median Refuge/Curb Extension ☐ Illumination Other:



Pedestrian Safety Action Plan
Call for Local Projects
Application

*Priority	*Municipality	*Intersection Name or Cross Streets	*Latitude	*Longitude	*Potential Improvements (select all that apply)
7	City of Newburgh	Broadway at Fullerton	41.501071	-74.026572	☐ Signal Timing ☐ Backplates ☐ Countdown timers ☒ High Vis Xwalk Mark ☐ Restrict Pkg ☐ Left Turn Phasing ☐ Accessible Ped Signal ☐ Leading Ped Int ☒ Standard No Turn on Red Signs ☒ Overhead blank-out NTOR ☒ No Turn on Red Optional Plaques (R10-11, R10-30, NYR7-4P, NYR7-5P) ☒ Turning Vehicle Yield to Ped Sign ☐ Signal Ahead Signs ☐ Advance Cross Street Name Signs ☐ New Ped Signal ☒ Raised Pedestrian Median Refuge/Curb Extension ☐ Illumination Other:



PART D: LIST OF UNCONTROLLED CROSSWALKS

Enter data for each uncontrolled crosswalk in the project. All locations must be identified.

*Priority	*Municipality	*Road Name	*Latitude	*Longitude	*Basic Pkg	Potential Enhanced Treatments (Select all that apply)
1	City of Newburgh	Lake Street	41.498211	-74.027929	☒ Yes ☐ No	☒ In-street Ped Signs ☐ Restrict Pkg ☒ Additional Signs and/or Markings in advance of X-Walk ☒ RRFB ☐ HAWK ☐ Illumination Other: Explain why enhanced treatments are appropriate. Lake Street is extremely wide and straight = fast cars
					☐ Yes ☐ No	☐ In-street Ped Signs ☐ Restrict Pkg ☐ Additional Signs and/or Markings in advance of X-Walk ☐ RRFB ☐ HAWK ☐ Illumination Other: Explain why enhanced treatments are appropriate.
					☐ Yes ☐ No	☐ In-street Ped Signs ☐ Restrict Pkg ☐ Additional Signs and/or Markings in advance of X-Walk ☐ RRFB ☐ HAWK ☐ Illumination Other: Explain why enhanced treatments are appropriate.
					☐ Yes ☐ No	☐ In-street Ped Signs ☐ Restrict Pkg ☐ Additional Signs and/or Markings in advance of X-Walk ☐ RRFB ☐ HAWK ☐ Illumination Other: Explain why enhanced treatments are appropriate.



PART E: FUNDING SUMMARY TABLE

*Enter the total amount of PSAP funding being requested as well as any other fund sources planned to deliver the project. Enter a value for all cells in the PSAP Funds Requested column. If zero, enter zero. Please include backup for the cost estimates and attach to the email when the form is submitted.

Use of Funds	*PSAP Funds Requested	Amount of Other Funds(if applicable)	Other Fund Source (if applicable)	Total
*ROW Incidental				
*ROW Acquisition	0			0
*Preliminary Design	45,000			45,000
*Design	77,000			77,000
*Construction	446,500			446,500
*Construction Insp	67,000			67,000
Total	635,500			635,500

First Instance

* Local sponsors are required to first instance project costs and will receive reimbursement from NYSDOT per the terms of a State Local Agreement. In the space below, identify the fund source that will be used to first instance project costs. Also identify when the first instance funds will be available.

The City's general fund can be used to first instance project costs.

PART F: PROJECT SCHEDULE

In the table below, select the status that best represents the project deliverable. Enter an anticipated completion date for any phase that is not yet complete.

Project Deliverables	*Status	Anticipated Completion Date
*Initial Project Proposal	Initiated	6/01/2018
*Plans, Specifications, and Estimate (PS&E)	Not Started	11/1/2018
*Project Letting	Not Started	12/1/2018
*Construction	Not Started	11/15/2019

*Describe any impediments to delivery by the dates stated above. If none, enter none.

None.

*Describe any assistance needed to deliver the project. If none, enter none.

None.



Department of Transportation

Pedestrian Safety Action Plan Call for Local Projects Application

PART G: OTHER INFORMATION

Enter any other information pertinent to the project.

PART H: APPLICATION SUBMISSION

☐ By checking this box, the applicant certifies that the funding applied for herein adheres to the Application Instructions and Guidance.

Signing the Application: The Sponsor's Chief Executive Officer (or designee) authorized to enter into an agreement with the New York State Department of Transportation must sign this application. The person signing the agreement should be the same person empowered to accept federal funds on behalf of their agency.

Applicant Signature:

Save Form

Print Form

Submitting the Application: Click on the "Submit by Email" button to submit the application to NYSDOT.

Attach any additional supporting documentation such as backup for cost estimates and location maps to the email.

Submit By Email

FOR NYSDOT USE ONLY:

☐ Fund as requested ☐ Fund with modification(s) ☐ Consider State let local project ☐ Not Eligible

Notes:

Signature:

Legend

West End Gateways Streets

Intersections

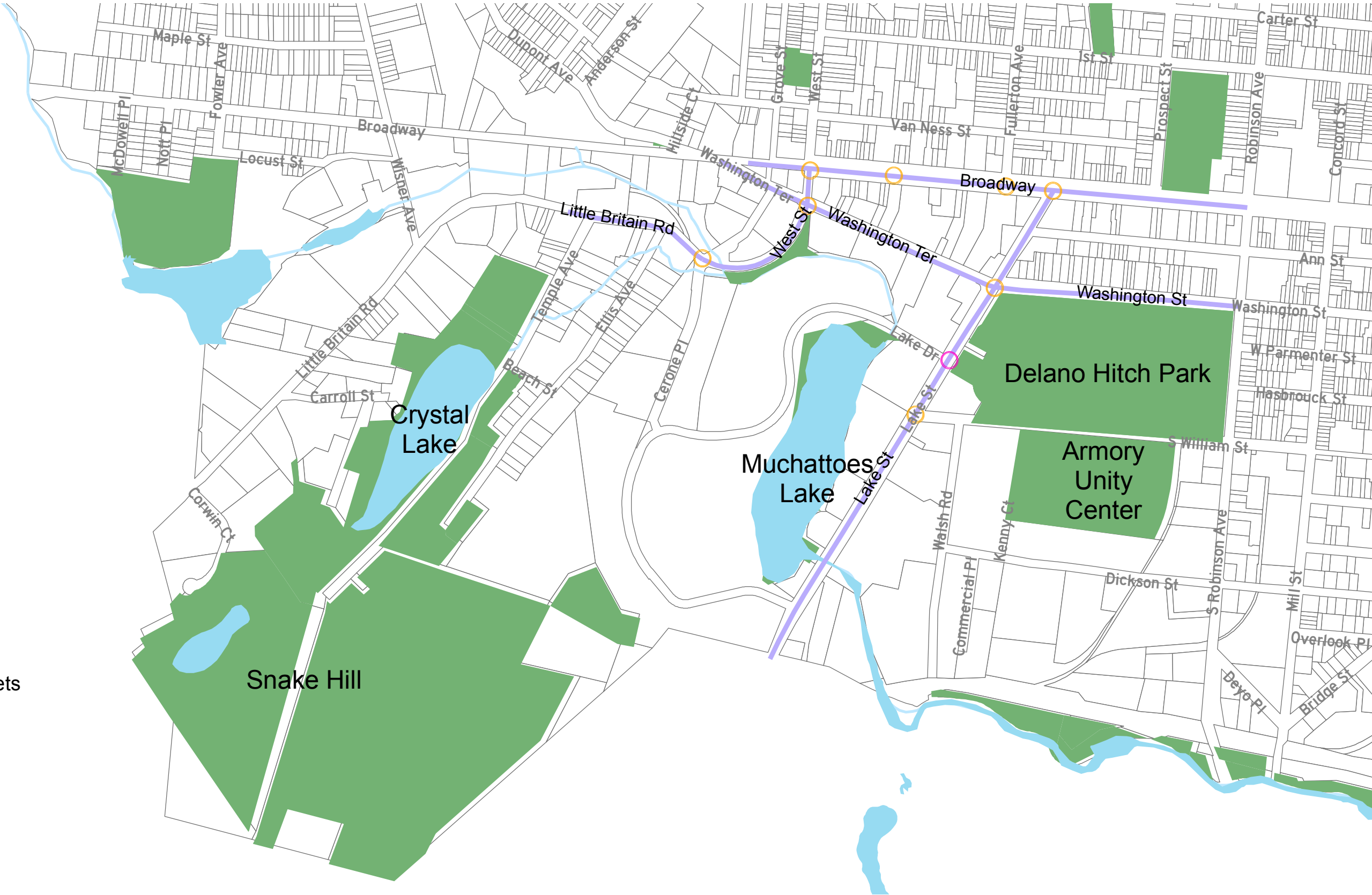
Type

- Signalized
- Un-Signalized

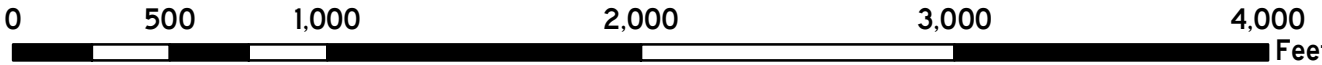
FOR VISUAL REFERENCE ONLY



West End Gateways Project



DISCLAIMER: City of Newburgh makes no representations and provides no warranties, expressed or implied, concerning the accuracy, completeness, or suitability of this map for any particular purpose, and/or for title infringement and assumes



NYSDOT Quick Estimator Reference - Downstate							
Item No.	Item	Unit	Unit Price	Quantity	Subtotal	NYSDOT Item Numbers for Bid History	Note
608.01100409	Concrete Sidewalk (4" thick)	SF	39.00		\$0.00	608.0101 - CONCRETE SIDEWALKS AND DRIVEWAYS 627.50140008 - CUTTING PAVEMENT 203.02 - UNCLASSIFIED EXCAVATION AND DISPOSAL 304.12 - SUBBASE COURSE, TYPE 2 633.14 - REMOVAL AND REPAIR OF HMA PAVEMENT 630.1403 - TOPSOIL - LAWNS 630.1602 - TURF ESTABLISHMENT - LAWNS 609.0401 - CAST-IN-PLACE CONCRETE CURB	Includes removal of the existing sidewalk, saw cutting, excavation, disposal, fill, subbase material, compaction, and the construction of the new sidewalk with associated curbing, patching and repairs to affected asphalt and concrete, topsoil, establishing turf and finish work. All material and labor required to perform these tasks is included. DOES NOT include required adjustments to utilities
608.01100015	Concrete Sidewalk (4" thick, 5' wide)	LF	195.00		\$0.00	608.0101 - CONCRETE SIDEWALKS AND DRIVEWAYS 627.50140008 - CUTTING PAVEMENT 203.02 - UNCLASSIFIED EXCAVATION AND DISPOSAL 304.12 - SUBBASE COURSE, TYPE 2 633.14 - REMOVAL AND REPAIR OF HMA PAVEMENT 630.1403 - TOPSOIL - LAWNS 630.1602 - TURF ESTABLISHMENT - LAWNS 609.0401 - CAST-IN-PLACE CONCRETE CURB	Includes removal of the existing sidewalk, saw cutting, excavation, disposal, fill, subbase material, compaction, and the construction of the new sidewalk with associated curbing, patching and repairs to affected asphalt and concrete, topsoil, establishing turf and finish work. All material and labor required to perform these tasks is included. DOES NOT include required adjustments to utilities
608.020102	Multiuse Asphalt Path (10' wide)	LF	92.00		\$0.00	608.020102 - HMA SIDEWALKS DRIVEWAYS AND BICYCLE PATHS	Includes all prep of subgrade, sawcutting and tack coat. Doesn't include curbing, grading or turf establishment. NOTE: Prices have been volatile over the past 3 years.
608.0105-09	ADA Curb Ramp	EA	4,050.00		\$0.00	608.0101 - CONCRETE SIDEWALKS AND DRIVEWAYS 627.50140008 - CUTTING PAVEMENT 203.02 - UNCLASSIFIED EXCAVATION AND DISPOSAL 304.12 - SUBBASE COURSE, TYPE 2 633.14 - REMOVAL AND REPAIR OF HMA PAVEMENT 630.1403 - TOPSOIL - LAWNS 630.1602 - TURF ESTABLISHMENT - LAWNS 609.04 - CAST-IN-PLACE CONCRETE CURB (AS DETAILED) 608.2 - DETECTABLE WARNING UNIT	Includes demolition, saw cutting, excavation, disposal, fill, subbase material, compaction, construction of the new curb ramps, landings and associated curbing, detectable warning units, repairs to affected asphalt and concrete, topsoil, establishing turf on disturbed areas, and finish work. NOTE: There are significant variations in the complexity and price of curb ramps. This figure represents an average.
685.20000015 (Pavement Markings)	LS Type (Ladder) Crosswalk	EA	1,500.00	25	\$37,500.00	685.01 - WHITE EPOXY REFLECTORIZED PAVEMENT SYMBOLS - 15 MILS 635.0303 - CLEANING AND PREPARATION OF PAVEMENT SURFACES	Assume 700 LF of 4" striping per crosswalk. Includes application, removal and covering of pavement lines, letters, symbols, stop bars, crosswalks and any other markings, and any required cleaning and preparation of the surface to receive the markings
609.10010209 609.10010015	Concrete Curbing	LF	100.00		\$0.00	609.04 - CAST-IN-PLACE CONCRETE CURB (AS DETAILED) 627.50140008 - CUTTING PAVEMENT 203.02 - UNCLASSIFIED EXCAVATION AND DISPOSAL 203.03 - EMBANKMENT IN PLACE 304.12 - SUBBASE TYPE II 630.1403 - TOPSOIL - LAWNS 630.1602 - TURF ESTABLISHMENT - LAWNS 633.14 - REMOVAL AND REPAIR OF HMA PAVEMENT	Includes demolition, saw cutting, excavation, disposal, fill, subbase material, landscaping (adjustments and grading of existing ground), compaction, and the construction of new curb, repairs to affected asphalt and concrete as necessary, topsoil, establishing turf (to disturbed areas), finish work. Item 609.10010015 includes required adjustment to utilities. Item 609.10010209 DOES NOT include required adjustment of utilities
N/A	Asphalt Paved Snow Storage Area	SF	12.00		\$0.00	608.020102 - HMA SIDEWALKS DRIVEWAYS AND VEGETATION CONTROL STRIPS 304.12 - SUBBASE TYPE II	Price for textured or colored asphalt will be higher.
N/A	Raised crosswalk	EA	15,000.00		\$0.00		
N/A	Bumpout	EA	18,000.00	17	\$306,000.00		
N/A	Mini roundabout	EA	175,000.00		\$0.00		
645.86000015	Small Single Post-Mounted Signs	EA	875.00		\$0.00	645.5101 - GROUND MOUNTED SIGN PANELS 645.8 - SIGN POST	Includes sign supports, sign foundations, necessary hardware, demolition, excavation, removal of sign panels, posts, supports, foundations, and the relocation of existing signs (to include new sign post or relocated sign post), disposal of any material removed, patching and repairs to affected asphalt and concrete as necessary, topsoil, establishing turf, Landscaping (adjustments and grading of existing ground), finish work, and any required adjustments to utilities.
645.80000X15	Solar powered radar speed sign	EA	9,000.00		\$0.00		Limited price data. Includes demolition, saw cutting, excavation, disposal, fill, subbase material, compaction, adjustments and grading of existing ground, patching, repairs to affected asphalt and concrete as necessary, topsoil, establishing turf on disturbed areas, finish work, and any required adjustments to utilities, breakaway transformer base, furnishing electrical service, controls and control cabinet, and concrete foundation for pole.
N/A	Wooden Bollard	EA	300.00		\$0.00	Based on old price data for 615.75 - TIMBER BOLLARDS FIXED (Disapproved)	Includes the cost of excavation and backfill and furnishing all labor, materials, and equipment necessary to complete the work
680.8225	Pedestrian push button on existing signal	EA	300.00		\$0.00	680.8225 - PEDESTRIAN PUSHBUTTON AND SIGN - WITHOUT POST	
680.01030015	New pedestrian signal with push buttons	EA	8,700.00		\$0.00	680.510501 - PULLBOX, RECTANGULAR 680.520108 - CONDUIT, METAL STEEL, ZINC COATED, 1" 680.8142 - PEDESTRIAN SIGNAL POST TOP MOUNTED ASSEMBLY 680.730514 - SIGNAL CABLE, 5 CONDUCTOR, 14 AWG 206.03 - CONDUIT EXCAVATION AND BACKFILL, INCLUDING SURFACE RESTORATION 680.6708 - TRAFFIC SIGNAL POLE - TOP MOUNT, 8FT MOUNT HEIGHT 680.81310010 - AUDIBLE PEDESTRIAN SIGNAL (Includes button and sign) 680.813103 - PEDESTRIAN SIGNAL SECTION, TYPE I, 12 INCH 680.813104 - INSTALL LED PEDESTRIAN SIGNAL MODULE	Includes demolition, saw cutting, excavation, disposal, fill, topsoil, establishing turf (to disturbed areas), repairs to affected asphalt and/or concrete as necessary, Traffic Signal Systems, and components (removed and or supplied / installed), Traffic Signal Systems wiring, including vehicle detection (removed and or supplied / installed), furnishing electrical service, finish work, and any required adjustments to utilities.
554.50000009 554.50000015	Low Height Retaining Wall	SF	95.00		\$0.00	554.40 - FILL TYPE RETAINING WALL (0 - 6FT.)	Includes demolition, saw cutting, excavation, disposal, fill, adjustments and grading of existing ground, sub-base material, compaction, drainage material, drain pipe, geotextile material and all labor and material necessary, including backfill, leveling pads, joint fillers, geotextiles, face units and coping units, subsurface drainage system; necessary patching and repairs to affected asphalt or concrete, topsoil, establishing turf on disturbed areas, finish work. 554.50000009 does NOT include adjustments to utilities. 554.50000015 includes adjustment to utilities.
610.10000015	Landscape Development (Establishing turf)	SY	14.00		\$0.00	630.1602 - TURF ESTABLISHMENT - LAWNS 630.1403 - TOPSOIL - LAWNS	Price is for the establishment of turf, but spec includes pruning of trees and/or shrubs, removal of trees and/or stumps, erosion control measures (including check dams, silt fence and mulch), and the establishment of any plants, finish work, and required adjustments to utilities.
% WZTC based on project complexity		10%	Percentage	1	\$34,350.00		
% for Incidentals, Inflation and Contingencies		20%	Percentage	1	\$68,700.00		
				Total Construction Cost =	\$446,550.00		
% for Survey		10%	Percentage	1	\$44,655.00		
\$10,000 + 10% for Design (adjust for project complexity)		10%	Percentage	1	\$76,982.50		
% for Construction Inspection (adjust for project complexity)		15%	Percentage	1	\$66,982.50		
				Total Project Cost =	\$635,170.00		
Additional cost information for design features can be found in "Costs for Pedestrian and Bicyclist Infrastructure Improvements," UNC Highway Safety Research Center, October 2013 http://katana.hsrc.unc.edu/cms/downloads/Countermeasure%20Costs_Report_Nov2013.pdf							

RESOLUTION NO.: 79 - 2018

OF

MARCH 26, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF
\$152,592.00 TO FUND A CITY OF NEWBURGH POLICE DETECTIVE IN SUPPORT OF
THE NON-FATAL SHOOTINGS INITIATIVE PROGRAM**

WHEREAS, the City of Newburgh has been awarded a New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Grant in the amount of \$152,592.00; and

WHEREAS, such grant funding will be used to fully fund a City of Newburgh Police Detective position including fringe benefits and overtime to work with the Orange County District Attorney Investigator and the City's Crime Analyst in support of the Non-Fatal Shootings Initiative Program; and

WHEREAS, this Council has determined that accepting such grant would be in the best interests of the City of Newburgh and the City of Newburgh Police Department;

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 from the New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Grant in the amount of \$152,592.00 to fund a City of Newburgh Police Detective position in support of the Non-Fatal Shootings Initiative Program; and

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute any documents and to take appropriate action to effectuate the purposes of the grant and the program funded thereby.

RESOLUTION NO.: 80 - 2018

OF

MARCH 26, 2018

**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 2018**

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 wishes to apply for 11 youth participants; and

WHEREAS, the City of Newburgh Recreation Department and the Department of Planning and Development 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 of Newburgh for the Summer of 2018.



EMPLOYMENT & TRAINING ADMINISTRATION

Stephen Knob
Director

18 Seward Avenue, Suite 103
Middletown, NY 10940

TEL: (845) 615-3630 • FAX: (845) 346-1173

E-MAIL: eta@co.orange.ny.us

www.orangecountygov.com

Steven M. Neuhaus
County Executive

Mary DeFreitas, Chair
Workforce Development Board

TO: Prospective Summer Youth Employment Program Worksites
FROM: Carmen Lucinares, Youth Services Coordinator
DATE: March 1, 2018

RE: 2018 SUMMER YOUTH EMPLOYMENT & TRAINING PROGRAM WORKSITE APPLICATION

**Applications can be downloaded at www.orangecountygov.com/syep
Click on the Worksite Application**

The Orange County Employment & Training Administration (OCETA) operates a countywide federally-funded Summer Youth Employment Program (SYEP) for disadvantaged youth between the ages of 14 and 20. The SYEP provides youth with 5 weeks of employment, up to 30 hours per week, at minimum wage, and worker compensation coverage.

We are in the process of coordinating the 2018 federally-funded Summer Youth Employment Program (SYEP). The program tentatively will run from Monday, July 3rd through Friday, August 4th. The participants will obtain Labor Market/Work Readiness Training before the Summer Youth Program, after they will continue their employment at their perspective worksite.

As in years past, the funding for this program is uncertain, however, we are moving forward with anticipation that support will be forthcoming. If you are interested in serving as a Worksite, please complete and return the application by **Monday, April 2, 2018** either by:

Fax to Carmen at (845) 346-1173 or email clucinares@co.orange.ny.us

Worksites are selected based on a commitment to provide a learning-enriched employment experience for young workers. Please be advised that all **summer youth participants are insured by the Orange County for worker compensation coverage.**

After you have completed and returned your application, we will contact you to schedule a Worksite Orientation at which time a contract will be completed. If you have any questions, please feel free to contact me at (845) 346-1112 or (845) 615-3630.

We hope to work with you this summer. Thank you in advance for your willingness to guide and nurture the County's developing workforce.

Carmen Lucinares
Orange Works
33 Fulton Street 2nd Floor
Middletown, NY 10940
(845) 346-1112



Steven M. Neuhaus
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SUMMER YOUTH EMPLOYMENT PROGRAM Worksite Application 2018

Agency's Legal Name	
Address	
Phone Number:	
Fax:	E-Mail:
Proposal Prepared By	
Person to Contact (if different than above):	
Phone Number	
Fax:	E-Mail:
Summer Contact Person	
Phone Number:	
Fax:	E-Mail:
Total Number of Positions Requested:	

IMPORTANT INFORMATION

- ***Participants can work up to 30 hours per week (excluding lunch).***
- ***Based on NY State Labor Laws participants can take half hour or one hour of unpaid lunch.***
- ***Participants cannot work more than 6 hours per day.***
- ***Participants can work from 8:30AM to 5:00PM, Monday through Friday (NO WEEKENDS).***
- ***Participants cannot participate in any recreational field trips.***

SUMMER YOUTH WORKSITE APPLICATION 2018

Will your agency be able to accommodate youth participating in the program who must work less than 30 hours per week?	
Yes	No
If yes, please provide new hours of work:	
If applicable, how does the worksite plan to use youth during inclement weather?	
Does your agency require youth participants to meet any specific qualifications in order to perform Work duties? (Please keep in mind program participants have little or no work experience)	
Yes	No
Does your agency require youth pre-screening prior to program start up?	
Yes	No
If yes, please explain:	

JOB DESCRIPTION: Provide a job description for each position you are requesting. Please be specific about the tasks the participant(s) will be responsible for. If more space is needed, please attach separate sheets.

A.	JOB TITLE	Number of Positions Requested							
Hours of Work		Days of Work							
Supervisor's Name		Phone Number							
Address (If different from above)									
JOB DESCRIPTION:									
WORK SCHEDULE									
MON		TUE		WED		THU		FRI	
Start		Start		Start		Start		Start	
Lunch		Lunch		Lunch		Lunch		Lunch	
End		End		End		End		End	

SUMMER YOUTH WORKSITE APPLICATION 2018

B.	JOB TITLE	Number of Positions Requested	
Hours of Work		Days of Work	
Supervisor's Name		Phone Number	
Address (If different from above)			
JOB DESCRIPTION:			

WORK SCHEDULE									
MON		TUE		WED		THU		FRI	
Start		Start		Start		Start		Start	
Lunch		Lunch		Lunch		Lunch		Lunch	
End		End		End		End		End	

C.	JOB TITLE	Number of Positions Requested	
Hours of Work		Days of Work	
Supervisor's Name		Phone Number	
Address (If different from above)			
JOB DESCRIPTION:			

WORK SCHEDULE									
MON		TUE		WED		THU		FRI	
Start		Start		Start		Start		Start	
Lunch		Lunch		Lunch		Lunch		Lunch	
End		End		End		End		End	

SUMMER YOUTH WORKSITE APPLICATION 2018

E.	JOB TITLE	Number of Positions Requested	
Hours of Work		Days of Work	
Supervisor's Name		Phone Number	
Address (If different from above)			

JOB DESCRIPTION:

WORK SCHEDULE									
MON		TUE		WED		THU		FRI	
Start		Start		Start		Start		Start	
Lunch		Lunch		Lunch		Lunch		Lunch	
End		End		End		End		End	

F.	JOB TITLE	Number of Positions Requested	
Hours of Work		Days of Work	
Supervisor's Name		Phone Number	
Address (If different from above)			

JOB DESCRIPTION:

WORK SCHEDULE									
MON		TUE		WED		THU		FRI	
Start		Start		Start		Start		Start	
Lunch		Lunch		Lunch		Lunch		Lunch	
End		End		End		End		End	

SUMMER YOUTH WORKSITE APPLICATION 2018

G.	JOB TITLE	Number of Positions Requested							
Hours of Work		Days of Work							
Supervisor's Name		Phone Number							
Address (If different from above)									
JOB DESCRIPTION:									
WORK SCHEDULE									
MON		TUE		WED		THU		FRI	
Start		Start		Start		Start		Start	
Lunch		Lunch		Lunch		Lunch		Lunch	
End		End		End		End		End	

SUMMER YOUTH WORKSITE APPLICATION 2018

CHECK THE FOLLOWING STATEMENTS ACCORDINGLY:		YES	NO
1.	Can your agency provide transportation for SYEP participants?		
2.	Agency is a bona fide non-profit organization operating on a Year Round basis with verification of tax exempt status?		
3.	SYEP participants must have a supervisory ratio of 12:1. The number of regular employees plus program participants equals this ratio.		
4.	Work location is large enough to accommodate both staff and the number of participants requested.		
5.	Sheltered facilities are available in the event of inclement weather.		
6.	Is your worksite(s) free from hazardous conditions?		
7.	Location has all the equipment and supplies necessary for youth to perform work activities.		
8.	Work activities proposed are sufficient to employ each youth working 30 hours per week.		
9.	Has your agency previously participated in the SYEP?		
	If yes, when?		

PLEASE NOTE

The program is tentatively scheduled to run from Monday, July 2nd, 2018 to Friday, August 3rd, 2018.

The following criteria must be met **BEFORE** the program's inception:

- All work locations must be inspected and monitored by the SYEP staff.
- Worksite must complete worksite agreement with SYEP staff.
- Worksite supervisors or support staff **must** attend the worksite orientation provided by SYEP staff.

Recreation Seasonal Youth Employees 2018

Position	Number of Employees	Job Description	Hours
Junior Counselor	5	Under the direction of the Camp Director, the Junior Camp Counselor is responsible for the direct supervision of camp participants in a seasonal camp setting. Maintain positive relations with parents and other staff. Performs other duties as assigned.	8:00am to 3:00pm
Swimming Pool Aide	4	This position is responsible for performing a variety of roles as needed at the swimming pool facility including cashier, concession worker, top-of-slide attendant, and errandranner.	12:00pm to 6:00pm
Recreation Aide	6	Assist with the operation of the summer basketball program, to include setting up prior to games, operating the score clock, maintaining the scorebook, and cleaning up at the conclusion of games.	3:00pm to 9:00pm
Total	15		3:00pm to 9:00pm

Recreation Seasonal Youth Employees 2018

Position	Number of Employees	Job Description	Hours
Junior Counselor	5	Under the direction of the Camp Director, the Junior Camp Counselor is responsible for the direct supervision of camp participants in a seasonal camp setting. Maintain positive relations with parents and other staff. Performs other duties as assigned.	8:00am to 3:00pm
Swimming Pool Aide	4	This position is responsible for performing a variety of roles as needed at the swimming pool facility including cashier, concession worker, top-of-slide attendant, and errandrunner.	12:00pm to 6:00pm
Recreation Aide	6	Assist with the operation of the summer basketball program, to include setting up prior to games, operating the score clock, maintaining the scorebook, and cleaning up at the conclusion of games.	3:00pm to 9:00pm
Total	15		3:00pm to 9:00pm



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TO: Prospective Summer Youth Employment Program Worksites

FROM: Carmen Lucinares, Youth Services Coordinator

DATE: March 1, 2018

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We hope to work with you this summer. Thank you in advance for your willingness to guide and nurture the County's developing workforce.

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SUMMER YOUTH EMPLOYMENT PROGRAM Worksite Application 2018

Agency's Legal Name	
Address	
Phone Number:	
Fax:	E-Mail:
Proposal Prepared By	
Person to Contact (if different than above):	
Phone Number	
Fax:	E-Mail:
Summer Contact Person	
Phone Number:	
Fax:	E-Mail:
Total Number of Positions Requested:	

IMPORTANT INFORMATION

- ***Participants can work up to 30 hours per week (excluding lunch).***
- ***Based on NY State Labor Laws participants can take half hour or one hour of unpaid lunch.***
- ***Participants cannot work more than 6 hours per day.***
- ***Participants can work from 8:30AM to 5:00PM, Monday through Friday (NO WEEKENDS).***
- ***Participants cannot participate in any recreational field trips.***

SUMMER YOUTH WORKSITE APPLICATION 2018

Will your agency be able to accommodate youth participating in the program who must work less than 30 hours per week?	
Yes	No
If yes, please provide new hours of work:	
If applicable, how does the worksite plan to use youth during inclement weather?	
Does your agency require youth participants to meet any specific qualifications in order to perform Work duties? (Please keep in mind program participants have little or no work experience)	
Yes	No
Does your agency require youth pre-screening prior to program start up?	
Yes	No
If yes, please explain:	
JOB DESCRIPTION: Provide a job description for each position you are requesting. Please be specific about the tasks the participant(s) will be responsible for. If more space is needed, please attach separate sheets.	

A.	JOB TITLE	Number of Positions Requested							
Hours of Work		Days of Work							
Supervisor's Name		Phone Number							
Address (If different from above)									
JOB DESCRIPTION:									
WORK SCHEDULE									
MON		TUE		WED		THU		FRI	
Start		Start		Start		Start		Start	
Lunch		Lunch		Lunch		Lunch		Lunch	
End		End		End		End		End	

SUMMER YOUTH WORKSITE APPLICATION 2018

B.	JOB TITLE	Number of Positions Requested	
Hours of Work		Days of Work	
Supervisor's Name		Phone Number	
Address (If different from above)			

JOB DESCRIPTION:

WORK SCHEDULE

MON		TUE		WED		THU		FRI	
Start		Start		Start		Start		Start	
Lunch		Lunch		Lunch		Lunch		Lunch	
End		End		End		End		End	

C.	JOB TITLE	Number of Positions Requested	
Hours of Work		Days of Work	
Supervisor's Name		Phone Number	
Address (If different from above)			

JOB DESCRIPTION:

WORK SCHEDULE

MON		TUE		WED		THU		FRI	
Start		Start		Start		Start		Start	
Lunch		Lunch		Lunch		Lunch		Lunch	
End		End		End		End		End	

SUMMER YOUTH WORKSITE APPLICATION 2018

E.	JOB TITLE	Number of Positions Requested							
Hours of Work		Days of Work							
Supervisor's Name		Phone Number							
Address (If different from above)									
JOB DESCRIPTION:									
WORK SCHEDULE									
MON		TUE		WED		THU		FRI	
Start		Start		Start		Start		Start	
Lunch		Lunch		Lunch		Lunch		Lunch	
End		End		End		End		End	
F.	JOB TITLE	Number of Positions Requested							
Hours of Work		Days of Work							
Supervisor's Name		Phone Number							
Address (If different from above)									
JOB DESCRIPTION:									
WORK SCHEDULE									
MON		TUE		WED		THU		FRI	
Start		Start		Start		Start		Start	
Lunch		Lunch		Lunch		Lunch		Lunch	
End		End		End		End		End	

SUMMER YOUTH WORKSITE APPLICATION 2018

G.	JOB TITLE	Number of Positions Requested							
Hours of Work		Days of Work							
Supervisor's Name		Phone Number							
Address (If different from above)									
JOB DESCRIPTION:									
WORK SCHEDULE									
MON		TUE		WED		THU		FRI	
Start		Start		Start		Start		Start	
Lunch		Lunch		Lunch		Lunch		Lunch	
End		End		End		End		End	

SUMMER YOUTH WORKSITE APPLICATION 2018

CHECK THE FOLLOWING STATEMENTS ACCORDINGLY:		YES	NO
1.	Can your agency provide transportation for SYEP participants?		
2.	Agency is a bona fide non-profit organization operating on a Year Round basis with verification of tax exempt status?		
3.	SYEP participants must have a supervisory ratio of 12:1. The number of regular employees plus program participants equals this ratio.		
4.	Work location is large enough to accommodate both staff and the number of participants requested.		
5.	Sheltered facilities are available in the event of inclement weather.		
6.	Is your worksite(s) free from hazardous conditions?		
7.	Location has all the equipment and supplies necessary for youth to perform work activities.		
8.	Work activities proposed are sufficient to employ each youth working 30 hours per week.		
9.	Has your agency previously participated in the SYEP?		
	If yes, when?		

PLEASE NOTE

The program is tentatively scheduled to run from Monday, July 2nd, 2018 to Friday, August 3rd, 2018.

The following criteria must be met **BEFORE** the program's inception:

- All work locations must be inspected and monitored by the SYEP staff.
- Worksite must complete worksite agreement with SYEP staff.
- Worksite supervisors or support staff **must** attend the worksite orientation provided by SYEP staff.

RESOLUTION NO.: 81 - 2018

OF

MARCH 26, 2018

**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; 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; and

WHEREAS, by Resolution No. 99-2015 of April 27, 2015, the City of Newburgh renewed the contract with MLSS for an additional 2 year agreement; and

WHEREAS, by Resolution No. 104 of April 24, 2017, the City of Newburgh renewed the contract with MLSS for an additional 1 year agreement; 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 a three 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 _____, 2018, 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, 2018, and ending March 31, 2021.

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 each claim
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 F. WOEBSE
PRESIDENT & CEO

DATE: _____

DATE: _____

Approved as to Form:

KATHRYN MACK
City Comptroller

Approved as to Form:

MICHELLE KELSON
Corporation Counsel

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.**

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

Under this 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.

Emergency 911 EMS Coverage

MLSS will provide a minimum of two (2) fully equipped and staffed 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 ambulances located in and near the City will be dispatched to either respond to the scene or to standby to await additional calls.

Stand-by Coverage

MLSS will provide additional staffed ambulances for approved stand-by assignments within the City. 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 can be for a single incident such as a working structure fire, or for multi-day events at the waterfront for example. Other than for public safety emergency incidents, this coverage would be for City of Newburgh sponsored events only. While MLSS will normally provide no-cost coverage to local community agencies for events they host that need EMS present, but 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 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 public caused by an unnecessary emergency response. With this clarification to the RFP criteria, we propose the following:

- **Response time:** MLSS will adhere to response time criteria of *eight (8) minutes (defined as 0:08:59) 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.
- **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 eight (8) minutes. For example: If the monthly response time performance for the month was 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. 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 of calls 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:

Mobile Life Support Services 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.

Agreement duration and renewal options:

Mobile Life Support Services has provided continuous high-quality Emergency Medical Services to the City of Newburgh and proposes to continue this service with a minimum of a three (3) year agreement. Renewals and longer-term agreements are also available. We have learned that a successful EMS system design often depends on effective planning and the management of assets and resources. The stability of a three-year agreement allows our organization to more accurately predict costs and better allocate resources.

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 duration of the agreement. The agreement would be for a three (3) year period with renewal options. 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.

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.

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 eight (8) minutes (0:08:59) in 90% of all 911 EMS emergency calls (excluding non-emergent "ALPHA" responses), as identified previously in this proposal.

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: 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: Continued Sponsorship for the Newburgh National Night Out Against Crime

MLSS has supports the National Night Out Against Crime throughout our service area, in addition to the other charitable organizations we support in the Newburgh Community, we will continue to dedicate funds and resources necessary to assist in promoting a successful Night Out Against Crime event for the duration of our partnership with the City as their EMS provider.

Corporate Profile

The following information sheet will help to familiarize you with Mobile Life Support Services

Legal Corporate Name: Mobile Life Support Services, Inc.

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

Contact Information: Telephone: (845) 561-5698
Fax: (845) 562-4055
E-Mail: Mail@Mobilelife.com
Website: www.Mobilelife.com

24-hour Emergency Communications Center: 1-800-858-1025

Type of Business: Commercial Ambulance Service
Equal Opportunity Affirmative Action Employer

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

Owner: Gayle Metzger-Houser RN
Chair of the Board of Directors

Founded: June 21, 1981 in Newburgh, NY

Area of Operation: Orange, Ulster, Dutchess, Rockland & Westchester
Counties of NY

Current Employment: 475 Full and Part Time Staff

Emergency Vehicles: 68

Operations Stations: 25

Services Provided:

Comprehensive EMS Operations and Training

911 Emergency Paramedic Ambulance (64 Ambulances)

Municipal 911 EMS Contracting

Basic and Advanced Life Support Ambulances

Paramedic First Response Services (6 Response Units)

Emergency and Non-Emergency Ambulance Transportation

Special Operations Response Team (SORT)

Tactical Emergency Medical Services (TEMS) Team

HAZMAT Response with Orange and Ulster County

Emergency Communications Center (Secondary 911 PSAP)

Leased Staffing Ambulance Services

Mobile Integrated Health Care Programs

Special Event EMS Planning and Operations

Community Event Stand by Services

Disaster Planning and Training Programs

Medical Facility Evacuation Planning

Medical Billing Services

EMS Educational Services

CPR and First Aid Training

EMS System Design Consultation Services

Operations Stations

Designation	Address	Municipality
Headquarters	3188 US Route 9W	New Windsor
Station 1	69 Dickson Street	Newburgh-City
Station 3	299 North Plank Road	Newburgh-Town
Station 5	35 Peach Place	Middletown
Station 6	489 Route 17M	Middletown-East
Station 7	200 Midway Park Drive	Circleville
Station 8	2359 Albany Post Road	Walden
Station 10	1786 Kings Highway	Chester
Station 12	100 Ramapo Street	Monroe
Station 13	2044 Route 32	Modena
Station 14	52-56 Cornell Street	Kingston
Station 15	2039 Route 32	Rosendale
Station 16	1776 Route 9W	Lake Katrine
Station 17	216 Route 299	Highland-West
Station 18	25 Milton Avenue	Highland
Station 19	Hudson Bluff Circle	Marlboro
Station 20	1092 Main Street	Fishkill
Station 21	2502 Route 52	East Fishkill
Station 23	2886 Route 9D	Wappingers Falls
Station 25	12 Tioronda Avenue	Beacon
Station 26	16 Pershing Avenue	Poughkeepsie
Station 27	1 East Dorsey Lane	Hyde Park-Fairview
Station 28	13 Charles Street	Pleasant Valley
Station 29	695 Dutchess Turnpike, Suite 118	Arlington
Station 40	3199 Albany Post Road	Peekskill

Communities Served:

Primary 911 Services to the following communities:

City of Newburgh	Town of Fishkill
City of Middletown	Town of Lloyd
City of Kingston	Town of Marlborough
City of Poughkeepsie	Town of Ulster
Village of Fishkill	Town of Chester
Village of Wappingers Falls	Town of Wawayanda
Town of Poughkeepsie	Town of Rosendale
New Hamburg Ambulance District	Town of Otisville/Mt. Hope
Arlington Fire District	Town of Pleasant Valley

Providing Paramedic and EMS Mutual Aid Services to the following communities:

City of Beacon	Town of Woodbury
Town of Newburgh	Town of Fishkill
Town of Highlands	Town of East Fishkill
Town of Montgomery	Town of Marlborough
Town of Crawford	Town of New Paltz
Town of Wallkill	Town of Plattekill
Town of Goshen	Town of Rochester
Town of Greenville	Hamlet of Wallkill
Town of Hamptonburgh	Town of Shawangunk
Village of Florida	
Town of Monroe	

Providing Medical Transportation Services to the following facilities:

Bon Secours Community Hospital

Caste Point VA Hospital

Ellenville Community Hospital

Hudson Valley Health Alliance Kingston & Benedictine Campuses

Keller Army Hospital

Mid-Hudson Regional Medical center

Montrose VA Hospital

Orange Regional Medical Center

St. Anthony's Community Hospital

St. Luke's Cornwall Hospital

Vassar Brothers Medical Center

Annual Call Volume: Over 96,000 emergency, non-emergency and standby
and tactical responses

Senior Leadership:

Gayle Metzger
Co-Founder
Chair of the Board of Directors

Scott F. Woebse
President &
Chief Executive Officer

Timothy G. Scannell
Vice President & Chief Financial Officer

William T. Jeffries
Chief of Operations & Compliance Officer

Richard E. Miller
Director of Operations

Kevin T. Hayes
Director of Client Relations

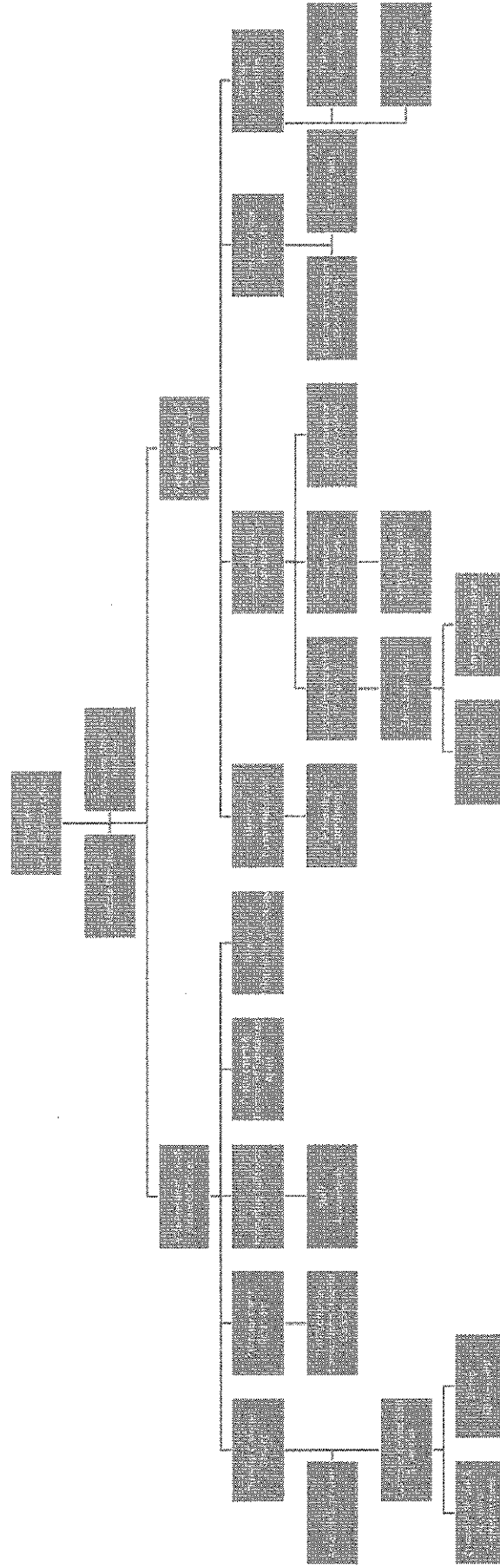
David Grass
Director of EMS Education

Matthew T. Brennan
Director of Clinical Services

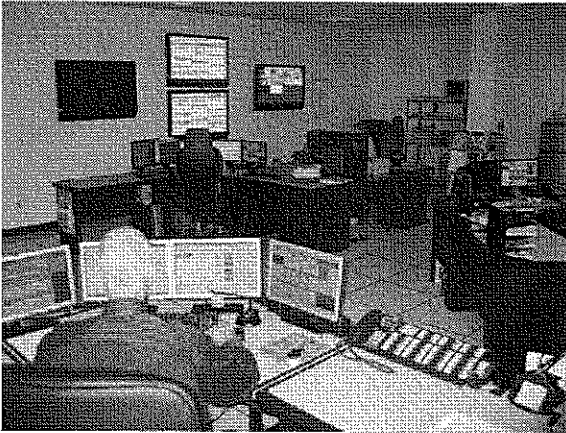
Emily R. Smith
Director of Human Resources

Christopher Martinez
Director of Information Technology

Mobile Life Support Services Organizational Chart



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 Centers.

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 Communications 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. This uses satellite global positioning system technology and updates itself every six (6) seconds

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 four (4) SORT teams, currently deployed for response in the Cities of Newburgh, Middletown, Poughkeepsie 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 deployment 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.

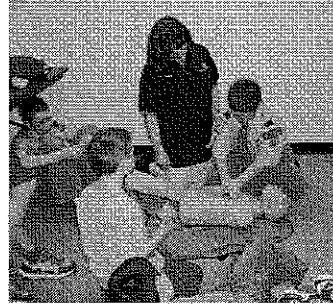
Personnel

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 drills and can be recalled while off-duty for an active deployment.

TEMS team members are not armed 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 with the City of Newburgh Police Department and has deployed with them numerous times.

Mobile Life Support Services EMS & Community Education Division



Mission

The MLSS Education Division has three primary missions:

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

Accreditations

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

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-Paramedic (EMT-P) Refresher Programs
- Continuing Medical Education (CME) Conventional and Internet Based

The American Heart Association

- Basic Life Support (BLS) CPR – All original and refresher courses
- First Aid and CPR – All original and refresher courses
- Advanced Cardiac Life Support (ACLS) Original and Refresher courses
- Pediatric Advanced Life Support (PALS) Original and Refresher courses

The National Association of Emergency Medical Technicians (NAEMT)

- Pre-Hospital Trauma Life Support (PHTLS)
- Advanced Medical Life Support (AMLS)
- Geriatric Emergency Care (GEMS)
- Emergency Pediatric Care

Coaching Systems: Coaching the Emergency Vehicle Operator (CEVO)

Personnel

The MLSS Education Division is comprised of over forty (40) instructors and instructor trainers. Each year they train over 500 members of local emergency service agencies, and over 1100 members of the community.

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 performance 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 Interaction

The MLSS Medical Director, Anthony Ruvo MD, FACEP, and Associate Medical Director, Pamela Murphy, MD, FACEP, provide system-wide oversight for our Quality Improvement Committee and our team of Quality Improvement Coordinators and Quality Improvement Specialists. The QI Committee is comprised of MLSS Paramedics, Emergency Medical Technicians (EMT) and provides peer reviews. The QI Coordinators are responsible for the daily review and monitoring of all calls, and 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 team, 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.

RESOLUTION NO.: 82 - 2018

OF

MARCH 26, 2018

**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, 2013 and terminating on March 31, 2015 with an annual license fee of \$40,000.00 per year; and

WHEREAS, by Resolution No. 100-2015 of April 27, 2015 the parties renewed the license agreement for an additional two year term commencing on April 1, 2015 and terminating on March 31, 2017; and

WHEREAS, by Resolution No. 103-2017 of April 24, 2017 the parties renewed the license agreement of an additional 1 year term commencing on April 1, 2017 and terminating on March 31, 2018; and

WHEREAS, the parties wish to renew the license agreement for an additional three (3) year term commencing on April 1, 2018 and terminating on March 31, 2021; 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.

LICENSE AGREEMENT

This License Agreement, made this _____ day of _____, two thousand and eighteen, by and between the CITY OF NEWBURGH (hereinafter "City"), a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as owner of certain premises located at 22 Grand Street in the City of Newburgh, New York as "LICENSOR"; and MOBILE LIFE SUPPORT SERVICES, INC. ("hereinafter "Mobile Life"), a business corporation organized and existing under the laws of the State of New York having a mailing address at 3188 Route 9W, New Windsor, New York 12553 as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and using certain classroom space located at 22 Grand Street, Newburgh, New York as described on Schedule A attached hereto for training purposes;

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

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

First: Licensor hereby gives to Licensee and Licensee's officers, employees, and agents, upon the conditions hereinafter stated, the non-exclusive license or privilege of entering upon certain classroom space located at 22 Grand Street, Newburgh, New York, as described on Schedule A hereto attached hereto (the "Classroom Space"), for training purposes on an as-available basis, for a term of one (1) year commencing on April 1, 2018 and terminating on March 31, 2021. Such training shall include but not be limited to CPR, First Aid, and EMS Certification programs for the benefit of both City employees and involved residents (collectively "Training") as follows:

1. MLSS will provide 3 AEDs and wall mounts to be installed by the City in its municipal buildings and will include Zoll AED Plus with lithium ion batteries, adult and pediatric pads;
2. At the City's election, MLSS will provide CPR training for designated City employees to include 25 AHA text books located at the Newburgh Fire Department with associated costs:
 - a. 25 books at \$15.00 per book
 - b. Pocket masks and cards at \$20.00 per employee
 - c. Instructors at \$40.00 per hour per instructor (3 hour class with 1 instructor per 6 students

Second: Licensee agrees to undertake the Training in such manner as will fully comply with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

Third: As consideration for this License, Licensee shall pay Licensor a license fee of \$50,000.00 per year, to be paid in quarterly payments of \$12,500.00 each on or before January 1, April 1, July 1, and October 1 of each year of this License Agreement, except that the first payment to be made hereunder shall be made on May 1, 2018. Licensor shall not charge Licensee any additional use or maintenance fees for the Classroom Space.

Fourth: Licensee shall notify the Licensor at least ten (10) days in advance of the date of each Training session that it requires the Classroom Room and the anticipated number of participants in such session. The Licensor shall evaluate the request for use of the Classroom Space and shall within two (2) business days advise Licensee whether it is available on such date. If the Classroom Space is not available on such date, Licensor shall provide Licensee with alternative dates. If none of such alternative dates are acceptable to Licensee, Licensee shall find other space for such Training session at no cost to the Licensor.

Fifth: Licensee shall maintain the Classroom Space in the condition it was found prior to each Training session.

Sixth: Third: In connection with the exercise of the license herein, Licensee agrees to hold Licensor harmless from any loss, cost, damages, lawsuit, damage to person or property, and the cost of litigation (including attorneys fees) caused solely by Licensee or its agents, servants or employees in the use of said licensing. After such access, Licensee to return the properties to substantially the same condition as existed prior to said access. Licensee shall, at its sole expense, keep and maintain a policy of commercial public liability insurance which shall include coverage for Licensee's actions upon the properties during the term of this Agreement. This insurance policy shall name Licensor as an additional insured and afford protection in limits of not less than \$2,000,000.00 for bodily injury or death in any one accident, and not less than \$500,000.00 for property damage. All insurance shall be effected under standard form policies, issued by insurers of recognized responsibility authorized to do business in the State of New York and having a national rating of A-9 or better, provided that, at Licensor's option, such coverage may be effectuated through a blanket policy of insurance so long as the risks in respect of the properties are separately scheduled or identified. Licensee has delivered to Licensor certificates of this insurance coverage and, not less than thirty (30) days prior to the expiration of the coverage, a certificate of the new policy accompanied by evidence reasonably satisfactory to Licensor of payment of premiums therefor. Licensee covenants, and this insurance coverage shall include, an agreement by the insurer that the policy shall not be canceled prior to the termination of this Agreement.

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THE CITY OF NEWBURGH
LICENSOR

By:

MICHAEL G. CIARAVINO, City Manager
Per Resolution No.

MOBILE LIFE SUPPORT SERVICES, INC.
LICENSEE

By:

SCOTT WOEBSE, President & CEO

Approved as to Form:

KATHRYN MACK
City Comptroller

Approved as to Form:

MICHELLE KELSON
Corporation Counsel

RESOLUTION NO.: 83 - 2018

OF

MARCH 26, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER OR THE
POLICE CHIEF AS MANAGER'S DESIGNEE TO EXECUTE AN
INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF ORANGE CONFIRMING
CITY OF NEWBURGH PARTICIPATION IN THE STOP-DWI PROGRAM
FOR THE ENFORCEMENT PERIOD OF MARCH 15, 2018 TO JANUARY 1, 2019 AND
TO ACCEPT AN AWARD NOT TO EXCEED \$3,145.00 COVERING 60 PERSON-HOURS
FOR THE FIRST ENFORCEMENT PERIOD OF 2018 (MARCH 15, 2018 – MAY 29, 2018)**

WHEREAS, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an Inter-Municipal Agreement for a full year of participation to provide for the funding of the STOP-DWI Program within the City of Newburgh and an award notification for the enforcement period of March 15, 2018 and ending January 1, 2019; and

WHEREAS, the City of Newburgh agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows: First Enforcement Period – March 15, 2018 through May 29, 2018, which includes St. Patrick's Day and the Memorial Day holiday weekend; Second Enforcement Period – June 30, 2018 through September 4, 2018, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns; and the Third Enforcement Period – November 1, 2018 through January 1, 2019, which includes Thanksgiving, Christmas and New Year's holiday enforcement campaigns; and

WHEREAS, the County shall reimburse the City of Newburgh for increased patrol and court time in connection with enhanced enforcement of laws prohibiting driving while intoxicated; and

WHEREAS, based on the data submittals submitted for the prior year the City of Newburgh is eligible for an award not to exceed \$3,145.00 covering 60 person-hours for the First Enforcement Period of 2018; and

WHEREAS, the County will notify the City in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2018 by a separate written award letter prior to the commencement of each such enforcement period; and

WHEREAS, this Council has determined that entering into such agreement 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 or the Police Chief as Manager's designee be and he is hereby authorized to execute an Inter-Municipal Agreement with the County of Orange confirming the City's participation in the STOP-DWI Program for the period February 15, 2018 through January 1, 2019 in order to fund the additional cost of stepped-up police patrols and related court appearances and providing the City of Newburgh with an award not to exceed \$3,145.00 covering 60 person-hours for the First Enforcement Period of 2018 (March 15, 2017 through May 29, 2018); and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh, New York that the City Manager or the Police Chief as Manager's designee be and he is hereby authorized to accept subsequent awards for the Second Enforcement Period (June 30, 2018 through September 4, 2018) and Third Enforcement Period (November 1, 2018 through January 1, 2019) covered by the 2018 STOP-DWI Agreement; and to execute all necessary documents to receive and comply with the terms of such Agreement and to carry out the program funded thereby.



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this 15th day of February, 2018, by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the **CITY OF NEWBURGH**, a City of the State of New York, with its principal offices at 55 Broadway, Newburgh, NY 12550, by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("STOP DWI Program"). The purpose of the STOP DWI Program is to coordinate and fund Orange County's town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on February 15, 2018 and end January 11, 2019.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee

or any other compensation. The MUNICIPALITY 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. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, 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 COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, 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 IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (2) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY'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 IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

The MUNICIPALITY agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IMA.

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required

by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

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

COUNTY OF ORANGE

By: _____
Steven M. Neuhaus
County Executive

DATE: _____

MUNICIPALITY

By: _____
Name: _____
Title: _____

DATE: _____

SCHEDULE A-1
NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 15, 2018 through May 29, 2018, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – June 30, 2018 through September 4, 2018, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – November 1, 2018 through January 1, 2019, which includes Thanksgiving, Christmas, and the New Year's holidays enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with state and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY's STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period November 1, 2017 through January 1, 2018, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed **THREE THOUSAND ONE HUNDRED FORTY-FIVE DOLLARS AND 00/100 (\$3145)** covering 60 man-hours for the first enforcement period of 2018. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2018.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2018 by a separate written award letter delivered to MUNICIPALITY prior to the

commencement of each such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.

RESOLUTION NO.: 84 - 2018

OF

MARCH 26, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH HAZAM ALHARBI IN THE AMOUNT OF \$3,278.28**

WHEREAS, Hazam Alharbi brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Three Thousand Two Hundred Seventy-Eight and 28/100 Dollars (\$3,278.28) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Hazam Alharbi in the total amount of Three Thousand Two Hundred Seventy-Eight and 28/100 Dollars (\$3,278.28) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.