



City of Newburgh Council Work Session  
*Sesión de trabajo del Concejal de la  
Ciudad de Newburgh*

*April 23, 2015*

6:00 p.m.

AGENDA

1. Reminder:

- a. A Public Hearing will be held on April 27, 2015 to hear public comment concerning a Local Law amending City Charter Section C5.05 entitled "Duties of City Manager" of the Code of the City of Newburgh.
- b. The Comptroller will be presenting the Monthly Financial Summary Report.

2. Engineering /Ingeniería:

- a. Resolution No. ( )-2015  
A resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for limited asbestos survey for the chimney of the property located at 282 Fullerton Avenue, Section 7, Block 12, Lot 9, at a cost of \$1,266.00.
- b. Resolution No. ( )-2015  
A resolution authorizing the City Manager to accept a proposal and execute an agreement with the Chazen Companies, Inc. For an exposure monitoring study Related to the on-going environmental testing at the department of public works building at a cost of \$4,900.00
- c. Resolution No. ( )- 2015  
A resolution authorizing the City Manager to execute an amendment to the Street Lighting Authority Order with CH Energy Group, Inc.
- d. Resolution No. ( ) – 2015 (DRAFT)  
A resolution authorizing the City Manager to execute a fence renewal quotation submitted by National Construction Rentals to provide for chain link fence rental and associated materials currently in place at the Lake Street Bridge Project and several other deficient building sites throughout the City, and amending

Resolution No.: 296 - 2014, the 2015 budget for the City of Newburgh, New York to transfer \$2,427.41 from \_\_\_\_\_ to Engineering - Consultant Services.

3. Recreation:

a. Resolution No. ( )- 2015

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

b. Resolution No. ( )-2015

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

c. Resolution No. ( )-2015

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

4. Information Technology (IT) Department

a. Resolution No. ( )-2015

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

b. Resolution No. ( )-2015

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

5. Employment and Human Resource Issues

a. Resolution No. ( )-2015

A resolution establishing an economic development policy and process for the City of Newburgh.

6. Ordinances:

a. Ordinance No.: \_\_\_\_\_-2015

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

7. Discussion Items:

a. Resolution No. ( )-2015

A resolution of the City Council of the City of Newburgh supporting the establishment of a Local Hiring Incentive Program for contracts for public work.

b. Mobile Life Support

8. Executive Session

a. Pending Litigation  
Litigio Pendiente

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

OF

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

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

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

**SECTION 1 - TITLE**

This Local Law shall be referred to as “A Local Law Amending City Charter Section C5.05 entitled ‘Duties of City Manager’ to Provide for City Council Confirmation of Certain City Manager Appointments of the Code of the City of Newburgh”.

**SECTION 2 - AMENDMENT**

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

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

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

~~Strikethrough~~ denote deletions

Underlining denotes additions

### **SECTION 3 - VALIDITY**

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

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

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

~~Strikethrough~~ denote deletions  
Underlining denotes additions

RESOLUTION NO.: \_\_\_\_\_ - 2015

OF

APRIL 27, 2015

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

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

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

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

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

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

# QuES&T

Quality Environmental Solutions & Technologies, Inc.

RECEIVED  
12/18/14

December 12, 2014

City of Newburgh  
83 Broadway  
Newburgh, NY 12550

**ATTN: Jason C. Morris**

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

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

Dear Mr. Morris,

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

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

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

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

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

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1376 Route 9, Wappingers Falls, NY 12590 Phone (845) 298-6031 Fax (845) 298-6251

NYS MWBD MBE Cert # 49952-2006

NYSUCP DBE Certified

[www.Qualityenv.com](http://www.Qualityenv.com)

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

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

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

Sincerely,



**Paul A. Rodriguez**

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

Cc: QuES&T File

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

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

➤ **Limited Asbestos Survey**

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

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

*This proposal is based on the following assumptions:*

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

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

➤ **Limited Asbestos Survey**

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

**NOTES:**

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

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**ACCEPTANCE OF PROPOSAL #P14-4135**  
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**Payment Terms:** Billing increments will be at approximately two-week intervals. Payment Shall Be Net 15 Days; Following Delivery Of Invoice. To Execute This Agreement, Please Review, Sign, Date & Return Two Copies of the signed proposal. A fully executed copy will be sent for your records. Late Payments Shall Be Assessed a Penalty of 1.5% per Month.

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

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

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

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

# QuES&T

Quality Environmental Solutions & Technologies, Inc.

## I. ASBESTOS SERVICES:

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

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

### Item 2: Asbestos Laboratory Services

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

### NOTE A:

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

## II. SAFETY & ENVIRONMENTAL SERVICES:

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

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

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

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

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

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

#### **NOTE A:**

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

### III. INDUSTRIAL HYGIENE SERVICES:

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

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

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

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

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

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

#### **NOTE A:**

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

#### IV. MISCELLANEOUS SERVICES

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

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

**Paul Rodriguez**

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

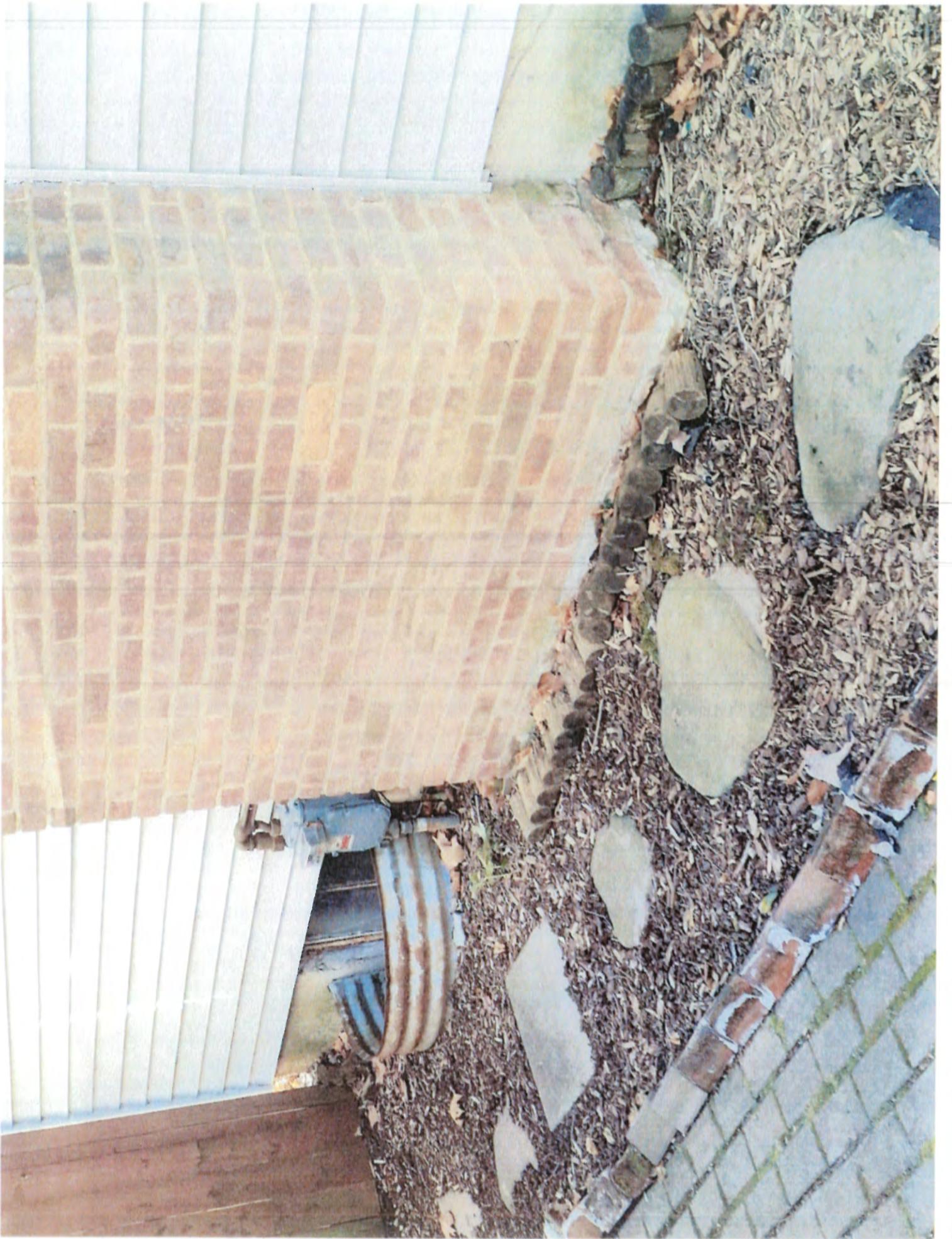
Paul,  
See attached picture of the deficient chimney located at 282 Fullerton Avenue. The City may need to perform the work required to remove this chimney, as it is a nuisance to the neighboring residence. Please provide me a quote with signature line for the testing required on this chimney.  
Thanks,

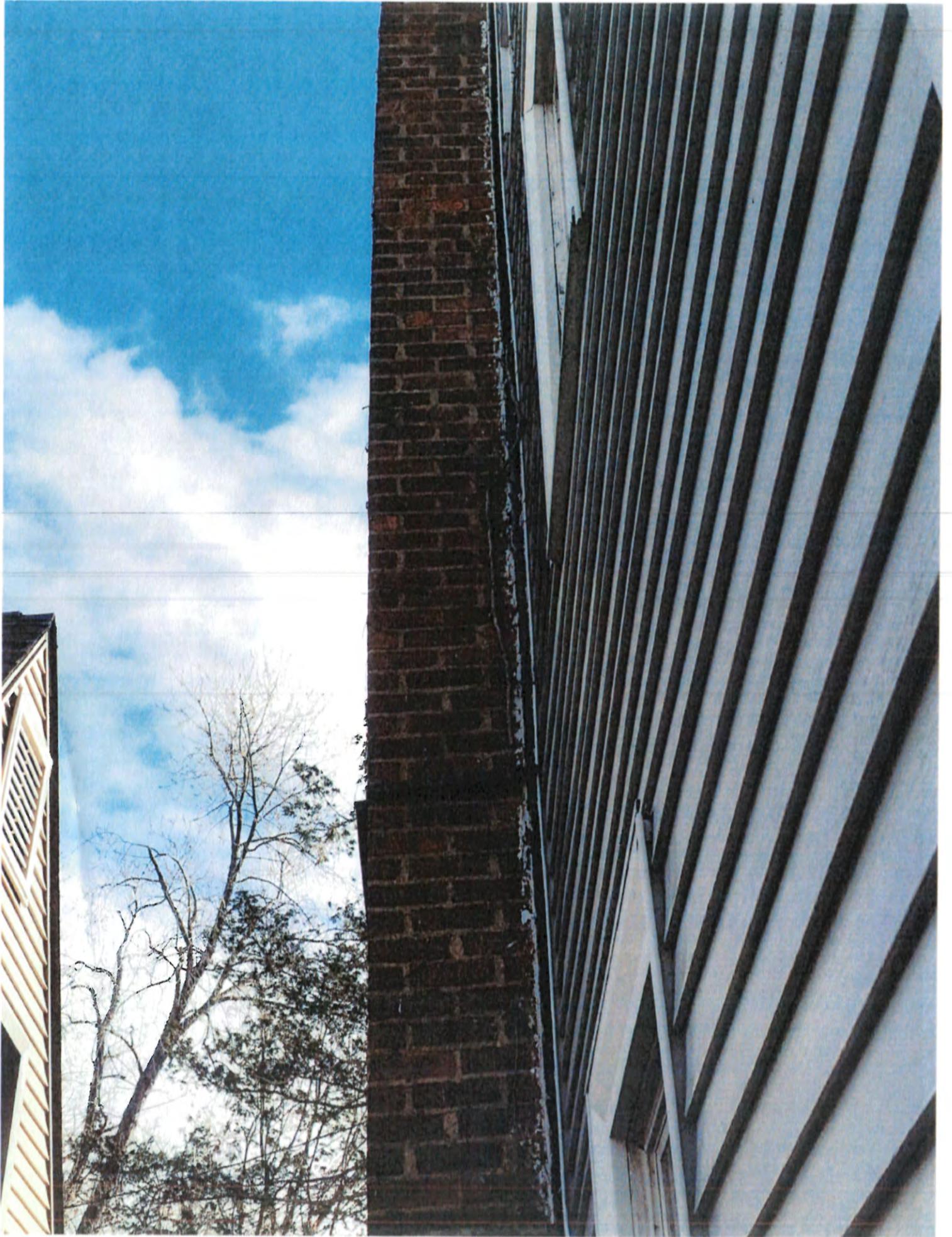
Jason C. Morris, PE  
City Engineer  
83 Broadway  
Newburgh, New York 12550  
Phone: (845) 569-7448  
Fax: (845) 569-0188  
[jmorris@cityofnewburgh-ny.gov](mailto:jmorris@cityofnewburgh-ny.gov)

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

1







RESOLUTION NO.: \_\_\_\_\_ - 2015

OF

APRIL 27, 2015

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

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

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

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

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

**WHEREAS**, the City Council has determined that such work is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with The Chazen Companies, Inc. for an exposure monitoring study related to the on-going environmental testing at the Department of Public Works Building at a cost of \$4,900.00.



Proud to be Employee Owned

Engineers  
Land Surveyors  
Planners  
Environmental & Safety Professionals  
Landscape Architects

**Hudson Valley Office**

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

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

April 8, 2015

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

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

Dear Mr. Morris:

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

Task 6 – Benzene & Methylene Chloride Exposure Monitoring

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

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

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

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

**Task, Fee and Time Schedule Summary**

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

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

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

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

Sincerely,



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

\_\_\_\_\_  
Authorizing Signature and Date

RESOLUTION NO.: \_\_\_\_\_-2015

OF

APRIL 27, 2015

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached amendment to the Street Lighting Authority Order.

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

STREET LIGHTING AUTHORITY ORDER

PAGE 1

CITY OF NEWBURGH  
83 BROADWAY  
NEWBURGH NY 12550

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

TO CENTRAL HUDSON GAS & ELECTRIC CORPORATION:

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

ACTION:

INSTALL

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

INSTALL 70WATT HPS ON PL #N26489

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

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

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

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

RESOLUTION NO.: \_\_\_\_\_ - 2015

OF

APRIL 27, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE A FENCE RENEWAL QUOTATION  
SUBMITTED BY NATIONAL CONSTRUCTION RENTALS TO  
PROVIDE FOR CHAIN LINK FENCE RENTAL AND ASSOCIATED MATERIALS  
CURRENTLY IN PLACE AT THE LAKE STREET BRIDGE PROJECT AND SEVERAL  
OTHER DEFICIENT BUILDING SITES THROUGHOUT THE CITY, AND AMENDING  
RESOLUTION NO.: 296 - 2014, THE 2015 BUDGET FOR THE CITY OF NEWBURGH,  
NEW YORK TO TRANSFER \$2,427.41 FROM \_\_\_\_\_  
TO ENGINEERING - CONSULTANT SERVICES**

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

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

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

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

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

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

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

**BE IT FURTHER RESOLVED**, by the Council of the City of Newburgh, that Resolution No: 296-2014, the 2015 Budget of the City of Newburgh, is hereby amended as follows to provide funding for the full cost of the rental of the chain link fence and associated materials:

		<u>Decrease</u>	<u>Increase</u>
A.1440	Engineering		
.0455	Consultant Services		\$2,427.41
A._____	_____	\$2,427.41	
._____	_____		
<b><u>Total:</u></b>		\$2,427.41	\$2,427.41

DRAFT

RESOLUTION NO.: \_\_\_\_\_ - 2015

OF

APRIL 27, 2015

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

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

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

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

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

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

RESOLUTION NO.: \_\_\_\_\_ - 2015

OF

APRIL 27, 2015

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

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

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

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

**WHEREAS**, this Council finds that entering into the attached agreement with Orange County for this purpose is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement and other necessary documents with the County of Orange in order to participate in the Summer Youth Employment and Training Program which provides young people to work in the City for the Summer of 2015.

**Summer Youth Employment Program  
Worksite Agreement**

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

Worksite Name: City of Newburgh

ALLOTTED SLOTS: 20

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

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

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

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

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

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

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

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

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

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

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

### III. GENERAL PROVISIONS

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

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

WORKSITE

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

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Date

COUNTY OF ORANGE

By: \_\_\_\_\_  
Steven M. Neuhaus  
County Executive

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Date

SCHEDULE A – WORKSITE SUPERVISOR

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

1. 

_____ (Worksite Supervisor Signature)	_____ (Print Name)	_____ (Date)
---------------------------------------------	-----------------------	-----------------
  
2. 

_____ (Worksite Supervisor Signature)	_____ (Print Name)	_____ (Date)
---------------------------------------------	-----------------------	-----------------
  
3. 

_____ (Worksite Supervisor Signature)	_____ (Print Name)	_____ (Date)
---------------------------------------------	-----------------------	-----------------
  
4. 

_____ (Worksite Supervisor Signature)	_____ (Print Name)	_____ (Date)
---------------------------------------------	-----------------------	-----------------
  
5. 

_____ (Worksite Supervisor Signature)	_____ (Print Name)	_____ (Date)
---------------------------------------------	-----------------------	-----------------
  
6. 

_____ (Worksite Supervisor Signature)	_____ (Print Name)	_____ (Date)
---------------------------------------------	-----------------------	-----------------

## SCHEDULE B - SYEP Participant Job Duties

### Pool Attendants

Duties will include the following:

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

### Maintenance

Duties will include the following:

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

### Camp Counselors

Duties will include the following:

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

### Childcare Aides

Duties will include the following:

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

### Office Clerk

Duties will include the following:

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

### Day Laborers - DPW

Duties will include the following:

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

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

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

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

#### WHAT ARE WORKPLACE SKILLS?

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

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

#### Foundation skills fall into three domains:

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

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

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

RESOLUTION NO.: \_\_\_\_\_ - 2015

OF

APRIL 27, 2015

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

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

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

WHEREAS, this Council finds that reallocating \$1,000.00 through a budget amendment to the Recreation Department is in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No: 296-2014, the 2015 Budget of the City of Newburgh, is hereby amended as follows:

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

RESOLUTION NO.: \_\_\_\_\_ - 2015

OF

APRIL 27, 2015

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

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

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

**WHEREAS**, this Council has determined that disposing of the surplus computer equipment is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that said computer equipment be and are hereby declared to be surplus and of no further use to the City of Newburgh; and

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

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

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

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

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

Server	Dell	PowerEdge 1950	F17X9D1
Server	Dell	PowerEdge 2950	6QXVSC1
Server	Dell	PowerEdge 2950	4Y5DBC1
Server	Dell	PowerEdge 2950	JWCZ9D1
Server	Dell	PowerEdge 2950	JC0DBC1
Server	Dell	PowerEdge 2850	BCP7Q91
Server	Dell	PowerEdge 1950	BCRJFC1
Server	Dell	PowerEdge 1950	JKM4YB1
Server	Dell	PowerEdge 1950	GJ7X9D1
Server	HP	ProLiant ML350	311525-001
Printer	Cannon	S600	K10198
Printer	HP	Laserjet 4200n	USGNX
Printer	HP	Laserjet 4200n	CNBX108806
Printer	HP	Laserjet 1300	CNBB436756
Printer	HP	Laserjet 4100TN	USBDF04561
Printer	HP	DeskJet C2693a	SGOBN130CG
Printer	HP	LaserJet 1320tn	CNRC66Q1BY
Printer	HP	DeskJet 1000c	SG7B3130N1
Copier	Minolta	EP4702	162268
Copier	HP	C4266A	JPBLL77243
Laptop	Dell	Latitud D620	FHLY1B1
Laptop	Dell	Latitud E6400	40MCTL1
Laptop	Dell	PP18L	95K2VF1
Laptop	IBM	2652	GPAY9
Laptop	Dell	PP18L	6PFRDH1
Desktop	Dell	GX620	C9LNGB1
Desktop	Dell	GX620	99LNGB1
Desktop	Dell	GX620	FV5H3B1
Desktop	Dell	GX620	G8LNBG1
Desktop	Dell	Optiplex 745	5M5DBD1
Desktop	Dell	Optiplex 745	JZDP7D1
Desktop	Dell	Optiplex 745	2B80NC1
Desktop	Dell	Optiplex 745	70FP7D1
Desktop	Dell	Optiplex 745	D2DP7D1

Desktop	Dell	Optiplex 780	9WWR1P1
Server	Dell	Poweredge2800	3MLF461
Server	Dell	Poweredge 2800	F5M0861
Server	Dell	Poweredge 4600	N/a
Desktop	Dell	Optiplex 745	8B80NC1
Desktop	Dell	Optiplex 780	3WWR1P1
Desktop	Dell	Optiplex 760	DNT5BK1
Desktop	Dell	Optiplex GX280	35PHV71
Desktop	Dell	Optiplex GX620	HY3MN81
Desktop	Dell	Optiplex GX280	F4PHV71
Desktop	Dell	Optiplex GX280	3ZQHV71
Desktop	Dell	Optiplex GX280	1ZQHV71
Desktop	Dell	Optiplex GX280	HHQHV71
Printer	IBM	INFOPRINT 1312	N/a
Printer	IBM	INFOPRINT 1312	N/a
Printer	HP	Q3005A	CN3762B050
Server	N/a	N/a	QSVN82500515
Server	N/a	N/a	QSSL80303153
Server	Dell	EMS01	9WCZ9D1
Server	Dell	EMS01	4XCZ9D1
Server	Dell	EMS01	C002LC1
Switch	linksys	SLM2048	7QS0J100252
Switch	Cisco	2950	FOC094W0B2
Switch	PowerDsine	7006G	N08320505000017A02
Switch	PowerDsine	7024G	N08320503000015A04
Switch	PowerDsine	7024G	N08320503000014A04
Switch	Sonicwall	CSM2200	0006B127B7B4

RESOLUTION NO.: \_\_\_\_\_ - 2015

OF

APRIL 27, 2015

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

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

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

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

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

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

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

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

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

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

**CUSTOMER INFORMATION**

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

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

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

Qty	Product Description: Make & Model

**PAYMENT SCHEDULE**

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

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

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

**TERMS AND CONDITIONS**

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

Customer Initials  
Page 1 of 2

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

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

<p><b>CUSTOMER</b></p> <p>By: <b>X</b> _____  Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>	<p>Accepted by: <b>RICOH USA, INC.</b></p> <p>By: _____  Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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RICOH USA, INC.  
**IMAGE MANAGEMENT PLUS COMMITMENTS**

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

#### TERM PRICE PROTECTION

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

#### PRODUCT SERVICE AND SUPPLIES

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

#### RESPONSE TIME COMMITMENT

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

#### UPTIME PERFORMANCE COMMITMENT

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

#### IMAGE VOLUME FLEXIBILITY AND PRODUCT ADDITIONS

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

#### PRODUCT AND PROFESSIONAL SERVICES UPGRADE OPTION

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

#### PERFORMANCE COMMITMENT

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

#### ACCOUNT MANAGEMENT

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

#### QUALITY ASSURANCE

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

#### MISCELLANEOUS

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





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

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

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

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

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

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

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

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

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

**CUSTOMER**

**Ricoh USA, Inc.**

X

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title



**MASTER MAINTENANCE & SALE AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

# RICOH

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

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

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

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

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

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

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

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

# RICOH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# RICOH

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

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

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

## CUSTOMER

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

## RICOH USA, INC.

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

RESOLUTION NO. \_\_\_\_\_ - 2015

OF

APRIL 27, 2015

**A RESOLUTION ESTABLISHING AN ECONOMIC DEVELOPMENT POLICY  
AND PROCESS FOR THE CITY OF NEWBURGH**

**WHEREAS**, economic development planning is a priority for the City of Newburgh in order to promote jobs, further market realistic building projects, provide housing for workers and others in need of residences, increase tax ratables, achieve energy conservation and other sustainability objectives, and create a livable community; and

**WHEREAS**, economic markets and available public and private sources of finance have changed dramatically in recent years; and

**WHEREAS**, the extent to which market-ready development can occur in a community is dependent on the existence of policies in the local comprehensive plan that support zoning and land use regulation for such development; and

**WHEREAS**, an economic development policy may be adopted as a supplement to an existing comprehensive plan to guide the local legislature and its land use boards and staffs in adopting effective strategies for successful economic development; and

**WHEREAS**, for economic development to be feasible, an economic development plan must be adopted that accounts for market changes and existing financial resources in order to guide the legislative body and planning board concerning their decisions regarding land use regulation and project review and approval; and

**WHEREAS**, state policy has recently changed to emphasize the conformance of local plans and policies with adopted regional economic development and sustainability plans, as well as inter-municipal cooperation in planning, in awarding funds under a large number of state funding programs; and

**WHEREAS**, those policies emphasize policies, programs, and projects that create compact, mixed use developments in areas served by existing infrastructure, including transit and that enhance developed urban communities as the economic engines of the Mid-Hudson Region, create affordable places to live, work, and recreate, enhance tourism, and conserve energy, natural resources, building materials, while reducing harmful Greenhouse Gas emissions and water pollution; and

**WHEREAS**, the City of Newburgh participates in the Mayors' Redevelopment Roundtable directed by the Land Use Law Center at Pace Law School, which is preparing a variety of best practices that accomplish these policy objectives based on current market and financial conditions; and

**WHEREAS**, there is a need to reexamine whether our comprehensive plan contains goals, objectives, strategies, and implementation techniques that are consistent with our local needs and values, current market and finance conditions, and regional strategies; and

**WHEREAS**, there is a need to establish a process whereby our community can examine these new circumstances, policies and practices as well as local conditions and needs; and

**WHEREAS**, this process and its favorable results will create an opportunity for the cities and villages participating in the Mayors' Redevelopment Roundtable to lead the State in demonstrating how economic development components of local comprehensive plans can be drafted and adopted to create a collaborative vision for the urban communities in a region that builds on the unique assets and needs of each community;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Newburgh that it shall be the legislative policy of the City of Newburgh to create and adopt an economic development policy supplement to its comprehensive plan to accomplish the objectives listed in the Whereas clauses above; and

**BE IT FURTHER RESOLVED**, that the City Council directs the staff of the relevant departments of the City of Newburgh, their administrators and executives, to create a step-by-step process of involving all key stakeholders, civic and neighborhood leaders, consultants, and economic development partners, and the members of the planning board to participate in creating an economic development policy as a supplement to the comprehensive plan; and

**BE IT FURTHER RESOLVED**, that, in view of the urgency of stimulating economic development, this effort is intended to be integrated into the recent and existing planning efforts of the City of Newburgh, informed by current data and reports regarding private sector market needs and financing and available public funding resources, and be completed as soon as possible; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately.

ORDINANCE NO.: \_\_\_\_\_ - 2015

OF

APRIL 27, 2015

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

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

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

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

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

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

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

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

Underlining denotes additions  
~~Strikethrough~~ denote deletions

Spring Street

South

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

This Ordinance shall take effect immediately.

Underlining denotes additions  
~~Strikethrough~~ denote deletions



**City of Rochester**

City Clerks Office

## **Certified Ordinance**

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**Rochester, N.Y.,** \_\_\_\_\_

### **TO WHOM IT MAY CONCERN:**

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **October 14, 2014** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **October 15, 2014** in accordance with the applicable provisions of law.

Ordinance No. 2014-308

#### **Establishing an Enhanced Incentive Program for Public Works Projects**

WHEREAS, the unemployment rate in the City of Rochester is substantially higher than that of Monroe County, which as of July 2014 was 8.7% for the City while only 6.3%% for the County, and

WHEREAS, this higher percentage of City unemployment is in part the result of substantial numbers of City residents who are unemployed due to a lack of job skills and experience, and

WHEREAS, improving the employment opportunities for City residents who live in economically distressed neighborhoods will result in the public benefit of an employed citizenry, including increased spending power, reduced crime and human services costs and stable City neighborhoods, and

WHEREAS, the City desires to encourage contractors on City construction projects to hire and provide meaningful work experiences for City residents who live in economically distressed neighborhoods by offering a bonus to prime contractors and first-tier subcontractors on public works projects if certain targets are met during the project for employment of qualified City residents,

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Rochester as follows:

Section 1. An incentive program shall be created based upon the formula set forth below, which shall provide an incentive payment at the completion of a public works contract, provided a contractor meets the targets for employing qualified City residents set forth in this ordinance.

Section 2. A qualified City resident shall be defined as one maintaining a bona fide residence within the portions of the 14604, 14605, 14606, 14608, 14609, 14611, 14613, 14614 and 14621 zip codes which are within the City boundaries.

Section 3. The employment of qualified City residents by the contractor(s) shall not be a condition of award of the contract, which will be awarded to the lowest responsive and responsible bidder, but instead shall be an incentive which may be applied for at the option of a contractor upon completion of the project.

Section 4. The Council of the City of Rochester hereby finds the establishment of this incentive program to be for a public purpose, due to the opportunities for job creation and training for workers living in economically distressed areas within the City, with resulting increased spending power, reduced crime and human services costs and stabilized City neighborhoods.

Section 5. The incentives available under this program shall apply to all City public works projects with a prime contract amount of \$50,000 or more.

Section 6. Public works projects for purposes of this incentive program shall be defined as all publicly bid individual contracts for work on public buildings and infrastructure, and term services contracts for carpentry, electrical, HVAC, painting, plumbing and roofing services.

Section 7. The incentive program shall apply to any prime contractor and any and all first-tier subcontractors who fulfill their contractual obligations for the project.

Section 8. In order to qualify for the incentive, the prime contractor and/or any first tier subcontractor must demonstrate that 10% or more of their total gross payroll for the project was paid to qualified City residents.

Section 9. After determining eligibility as set forth in Section 8 above, an incentive equal to 20% of the gross payroll paid to qualified City residents employed by the contractor on the contract shall be awarded to the contractor.

Section 10. The Director of Finance is authorized to adopt reasonable rules and regulations for the documentation of the incentive claims and the administration of the program.

Section 11. The sum of \$100,000, or so much thereof as may be necessary, is hereby transferred from the 2014-15 Budget for Undistributed Expense to the Jobs Development Fund to fund this incentive program.

Section 12. Ordinance No. 2003-346 is hereby repealed.

Section 13. This ordinance shall take effect for any new public works project awarded after November 1, 2014.

Passed by the following vote:

Ayes - Councilmember Conklin, Haag, McFadden, Miller, Palumbo,  
Patterson, Spaul - 7.

Nays - None - 0.

**Attest**

**City Clerk**



# City of Newburgh City Comptroller's Office

City Hall – 83 Broadway  
Newburgh, New York 12550

Tel. (845) 569-7322  
Fax (845) 569-7490

John J. Aber  
City Comptroller  
[jaber@cityofnewburgh-ny.gov](mailto:jaber@cityofnewburgh-ny.gov)

**TO:** James Slaughter, Interim City Manager

**FROM:** John J. Aber, City Comptroller

**DATE:** December 9, 2013

**SUBJECT:** **Procurement Policy**

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## I **PURPOSE**

The purpose of this memorandum is to set forth the policies and procedures for the procurement of goods and services for the City of Newburgh. It is the City's goal to purchase competitively, without prejudice or favoritism and to seek the maximum value for monies expended. The policy is written to ensure compliance with all County, State and Federal procurement rules and regulations.

## II **GENERAL**

The Office of the Comptroller will be responsible for ensuring compliance with this memorandum.

## III **BASELINE CRITERIA FOR COMPETITIVE BIDS**

General Municipal Law requires that purchase contracts for supplies/materials, equipment and services involving an estimated annual expenditure exceeding \$20,000 and public work contracts exceeding \$35,000 be awarded after a formal competitive bid process. The competitive bid process will be conducted by the Office of the Comptroller. Detailed below are the steps for conducting a competitive bid:

- A. Requesting Department will submit a detail specification of the services required or materials needed to the Office of the Comptroller.
- B. The Office of the Comptroller will review the specifications and prepare a formal RFP (Request for Proposal) or a Small Procurement. The RFP or Small Procurement will be advertised in the City's 3 official newspapers and posted on the Empire State Purchasing Group Website (BidNet).
- C. RFP's and Small Procurements will remain open for a minimum of 15 days.

- D. For RFP's vendors must deliver their proposals in sealed packages to the Office of the Comptroller within the timeframe allotted under the RFP. Packages submitted after the prescribed timeframe will not be accepted.
- E. The Office of the Comptroller will conduct a bid opening after the allotted RFP timeframe. The bid opening will be open to all vendors and the public.
- F. Three representatives from the City of Newburgh will be required to attend the bid opening. The City employees will consist of: a representative from the Department requesting the material/service, a witness from the Office of the Comptroller to verify the opening was conducted fairly, and a secretary to record the bids.
- G. At the conclusion of the bid opening, the requesting Department will be responsible for reviewing and analyzing all bids and making a determination to award to the lowest and most responsive bidder. The justification to award must be submitted to the Office of the Comptroller for review.
- H. Once reviewed and approved by the City Comptroller the winning bidder will be notified and if accepts, a contract will be prepared in conjunction with Corporation Counsel and submitted to the City Council for approval by Resolution. If the winning declines the offer, the City of Newburgh will go to the second lowest most responsive bidder.
- I. Once the Resolution is approved by the City Council, the requesting Department will submit through KVS a purchase requisition. All documents related to the purchase must be attached to the requisition. This includes the Council Resolution and the contract (if applicable).
- J. The City Comptroller will approve the requisition and release the Purchase Order. Once the Purchase Order is released, the vendor is authorized to move forward.
- K. For Small Procurements, the process will remain the same as outlined above except vendors will be able to electronically submit their bids to the Office of the Comptroller for review. There will be no formal bid opening for Small Procurements.
- L. The Office of the Comptroller will determine when it's appropriate to do a RFP vs. a Small Procurement.

#### **IV BASELINE CRITERIA FOR NON-COMPETITIVE BIDS**

While competitive bids are not required for purchases under \$20,000 (\$35,000 for Public Works), the City must still ensure the best price and service is obtained. Detailed below are the steps for purchasing items/services that are not required to be bid competitively:

- A. Items or services costing under \$5,000 require no documentation. Departments can select a vendor and submit a purchase requisition in KVS.
  - a. Once a Department purchases in the aggregate \$5,000 from the same vendor within the same Fiscal Year for the same items and/or services they must follow the bidding requirements detailed in item B (below).

- B. Items or services costing between \$5,001 and \$19,999 require three written quotes. The Department will select the lowest quote and submit a requisition in KVS. Departments are required to attach all quotes to the requisition.
  - a. Once a Department purchases in the aggregate \$20,000 from the same vendor within the same Fiscal Year for the same items and/or services they must follow the bidding requirements detailed in Section III Competitive Bidding.
- C. All items over \$20,000 (\$35,000 for Public Works) are required to follow the steps outlined in Section III Competitive Bids.

## V **EXEMPT FROM BIDDING**

The following types of purchases are exempt from bidding (competitive and/or non competitive).

- A. Items or services available on a GSA (Govt. State Agencies) or OGS (Office of General Services) contract.
- B. Blanket or Requirement contracts created by other municipalities that allow piggy-backing.
- C. Emergency Procurement (see section VI)
- D. Professional Service Contracts (see section VII)
- E. Preferred Source Vendors (see section VIII)
- F. Sole Source (see section IX)

## VI **EMERGENCY PROCUREMENT**

General Municipal Law defines a “public emergency” as “arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of the City require immediate action which cannot await competitive bidding”. Detailed below are the steps for utilizing the Emergency Procurement method:

- A. Obtain in writing (either email or formal written approval) from the City Manager authorization to commence emergency work or procure materials to mediate the hazard or danger.
- B. Once approval is granted by the City Manager, and when practical obtain at least 3 written or verbal vendor quotes.
- C. Department(s) remediating the emergency authorizes the vendor to commence work or deliver materials.

- D. Within 24 hours of the emergency declared and approved by City Manager, the Department will enter a requisition into KVS and attach all supporting documentation to the requisition.
- E. The Office of the Comptroller will approve the requisition and issue a Purchase Order.

## **VII PROFESSIONAL SERVICES**

Professional Services are defined in New York case law and Comptroller opinions. As a general guideline, Professional Services required specialized or technical skills or expertise, training, license or certification, exercise of judgment or discretion, a high degree of creativity and/or a relationship of personal trust and confidence. Examples of Professional Services include:

- A. Physicians
- B. Engineers
- C. Surveyors
- D. Attorneys
- E. Designers/Architects
- F. Insurance/Financial Service firms

## **VIII PREFERRED SOURCE EXCEPTION FOR PURCHASE CONTRACTS**

To advance special social and economic goals, certain providers have 'preferred source' status under the law. The acquisition of commodities and/or services from preferred sources is exempt from statutory competitive procurement requirements. Except in emergency situations, when commodities or good/services are available from a preferred source, they must be purchased from one of the preferred source providers identified below:

- A. The New York State Department of Corrections, Correctional Industries Program (CORCRAFT)
- B. Approved charitable non-profit making agencies for the blind
- C. Equal priority to qualified non-profit making agencies for all other severely disabled persons, a qualified special employment program for mentally ill persons or a qualified veteran's workshop.

## **IX SOLE SOURCE**

Sole Source procurement is an exception to the general rules and policies governing the procurement of goods and/or services. Sole Source procurement may only be used in rare and extraordinary cases where the goods or services sought and required are manufactured, sold or performed by only one entity and/or individual. Generally, this will only apply to the following situations:

- A. Only one company in the world makes and sells a certain good or provides a certain service.
- B. Only one company in the world can service or maintain the equipment without voiding the warranty. (Note: this only applies during the warranty period. After warranty expiration, repairs and maintenance must be bid).
- C. Leasing equipment such as postal machines or copiers that have a certain type of consumable component (e.g. ink cartridges) that must be used to avoid breaching a warranty or a maintenance provision of a lease.
- D. Services performed by companies that traditionally have territories (e.g. cable TV or certain type of equipment dealerships).
- E. Software licensing and/or maintenance contracts specific to the software.

**In determining whether a purchase qualifies for a Sole Source exemption, the Office of the Comptroller must document at a minimum:**

- A. The unique benefits to the City of the product or service as compared to other products or services available in the marketplace.
- B. That no other product or service provides substantially equivalent or similar benefits.
- C. Determine the benefits received and the cost of the product or service is reasonable in comparison to other products or services in the marketplace.
- D. There is no possibility of competition from competing dealers or distributors.

**X PROCESSING PAYMENTS**

Once supplies/materials are delivered and/or services rendered, the Office of the Comptroller will be responsible for issuing payments. Payments will be processed twice a week (Tuesdays and Thursdays). Below details the process for processing vendor payments:

- A. Vendor invoices are to be submitted directly to the Office of the Comptroller. Each invoice must include the Purchase Order number or contract number.
- B. The Office of the Comptroller will scan the invoice to an electronic filing system and send the invoice to the requesting Department for sign-off.
- C. The requesting Department is responsible for signing the invoice and sending it electronically back to the Office of the Comptroller. Signing the invoice confirms the supplies/materials were delivered and/or services rendered and the vendor can be paid.
- D. The Office of the Comptroller will process the payment by either issuing a check, EFT (Electronic Funds Transfer) or E-Payable.

- E. In cases where payments are processed against a requirement contract or a blanket order, the Office of the Comptroller will be responsible for tracking payments on an excel file. This will ensure invoice amounts do not exceed the amount authorized on the Purchase Order.
  
- F. In cases where payments are issued by voucher (e.g. medical bills, county and school taxes), the Office of the Comptroller will be responsible for preparing the payment voucher. All vouchers must be reviewed and approved by the City Comptroller before payment is processed

**This Policy takes effect January 1, 2014 and replaces all existing procurement policies issued by the City of Newburgh Office of the Comptroller.**

RESOLUTION NO.: 251 - 2013

OF

DECEMBER 9, 2013

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH  
PROCUREMENT POLICY AND PROCEDURE**

**BE IT RESOLVED**, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Procurement Policy and Procedure, a copy of which is attached hereto and made a part of this Resolution; and

**BE IT FURTHER RESOLVED**, that this Policy shall take effect on January 1, 2014.

RESOLUTION NO.: \_\_\_\_\_ - 2015

OF

APRIL 13, 2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH  
SUPPORTING THE ESTABLISHMENT OF A LOCAL HIRING INCENTIVE PROGRAM  
FOR CONTRACTS FOR PUBLIC WORK**

**WHEREAS**, the unemployment rate in the City of Newburgh is substantially higher than that of Orange County, which the New York State Department of Labor reports as of February 2015 was 6.7% for the City while only 5.5% for the County; and

**WHEREAS**, this higher percentage of City unemployment is in part the result of a substantial numbers of City residents unable to find work within the City; and

**WHEREAS**, a local hiring incentive program will promote the employment of City residents and benefit the local economy; and

**WHEREAS**, improving the employment opportunities for City residents will result in the public benefit of an employed citizenry, including increased spending power, reduced crime and human services costs and help stabilize the City; and

**WHEREAS**, the City's Master Plan Plan-It Newburgh advocates the creation of new opportunities that support hiring locally; and

**WHEREAS**, the City enters into numerous contracts for public work; and

**WHEREAS**, the City desires to encourage contractors to hire and provide meaningful work experience for City residents by offering a bonus to contractors on public work projects if certain targets are met during the project for employment of qualified City residents; and

**WHEREAS**, legislation which restricts the award of public work contracts only to bidders which employ City residents is a violation of the competitive bidding provisions of Section 103 of the General Municipal Law;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Newburgh, New York, hereby authorizes the drafting of legislation creating a local hiring incentive program which shall provide an incentive payment to contractors at the completion of a public work contract based upon the following criteria:

1. The incentives program shall apply to all City public work projects with a contract of \$35,000.00 or more;

2. The contractor must demonstrate that ten percent of the total gross payroll was paid to City residents;
3. Upon completion of the project, an incentive equal to fifteen percent of the gross payroll paid to City residents employed by the contractor on the contract shall be awarded to the contractor.

RESOLUTION NO.: \_\_\_\_\_ - 2015

OF

APRIL ~~13~~27, 2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH  
SUPPORTING AUTHORIZING AN AMENDMENT TO THE PROCUREMENT POLICY  
OF THE CITY OF NEWBURGH ~~THE ESTABLISHING~~MENT OF A LOCAL HIRING  
INCENTIVE PROGRAM FOR CONTRACTS FOR PUBLIC WORK**

WHEREAS, the unemployment rate in the City of Newburgh is substantially higher than that of Orange County, which the New York State Department of Labor reports as of February 2015 was 6.7% for the City while only 5.5% for the County; and

WHEREAS, this higher percentage of City unemployment is in part the result of a substantial numbers of City residents unable to find work within the City; and

WHEREAS, a local hiring incentive program will promote the employment of City residents and benefit the local economy; and

WHEREAS, improving the employment opportunities for City residents will result in the public benefit of an employed citizenry, including increased spending power, reduced crime and human services costs and help stabilize the City; and

WHEREAS, the City's Master Plan Plan-It Newburgh advocates the creation of new opportunities that support hiring locally; and

WHEREAS, the City enters into numerous contracts for public work; and

WHEREAS, the City recognizes its obligation to award public works contracts in compliance with the provisions of Section 103 of the General Municipal Law but desires to encourage contractors to hire and provide meaningful work experience for City residents by offering a bonus to contractors on public work projects if certain targets are met during the project for employment of qualified City residents; and

~~WHEREAS, legislation which restricts the award of public work contracts only to bidders which employ City residents is a violation of the competitive bidding provisions of Section 103 of the General Municipal Law;~~

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York, hereby authorizes an amendment to the Procurement Policy of the City of Newburgh ~~the drafting of legislation creating~~ establishing a local hiring incentive program which shall provide an incentive payment to contractors at the completion of a public work contract based upon the

following criteria:

1. The incentives program shall apply to all City public work projects with a contract of \$35,000.00 or more;
2. The contractor must demonstrate that ten percent of the total gross payroll was paid to City residents;
3. Upon completion of the project, an incentive equal to fifteen percent of the gross payroll paid to City residents employed by the contractor on the contract shall be awarded to the contractor.

RESOLUTION NO.: 59 - 2013

OF

MARCH 25, 2013

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

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

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

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

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

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

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

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

## AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into as of this 9<sup>th</sup> day of April, 2013, 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, 2013, and ending March 31, 2015.

### ARTICLE 3. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

#### ARTICLE 4. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

#### ARTICLE 5. INDEPENDENT CONTRACTOR

In performing the SERVICES under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of

the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

#### ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary

to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

#### ARTICLE 7. BOOKS AND RECORDS

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

#### ARTICLE 8. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

#### ARTICLE 9. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed.

Except for Workers' Compensation and professional liability, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

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

VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any

other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

#### ARTICLE 10. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether

incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### ARTICLE 11. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all

liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

#### ARTICLE 12. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

#### ARTICLE 13. TERMINATION

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

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### ARTICLE 14. NO ARBITRATION

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

#### ARTICLE 15. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

#### ARTICLE 16. ENTIRE AGREEMENT

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

#### ARTICLE 17. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

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

THE CITY OF NEWBURGH

MOBILE LIFE SUPPORT SERVICES, INC.

BY: Richard F. Herbek  
RICHARD F. HERBEK,  
CITY MANAGER

BY: Scott Wuebse  
SCOTT WUEBSE  
~~VICE~~ PRESIDENT & ~~COO~~ CEO

DATE: 3/26/13

DATE: 4/9/13

SCHEDULE A  
SCOPE OF SERVICES

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.**

LICENSE AGREEMENT

This License Agreement, made this 9<sup>th</sup> day of ~~March~~ April, two thousand and thirteen, 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 two (2) years commencing on April 1, 2013 and terminating on March 31, 2015. 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").

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 \$40,000.00 per year, to be paid in quarterly payments of \$10,000.00 each on or before January 1, April 1, July 1, and October 1 of each year of this License Agreement, the first payment to be made on April 1, 2013. 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 Licensors.

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 Licensors 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 Licensors 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 Licensors'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 Licensors 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 Licensors 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.

THE CITY OF NEWBURGH  
LICENSOR

By: Richard F. Herbek  
RICHARD F. HERBEK, City Manager

MOBILE LIFE SUPPORT SERVICES, INC.  
LICENSEE

By: Scott Wobse  
SCOTT WOEBSE, Vice President ~~CEO~~ CEO



**Agreement for the Licensing  
Of Classroom Space with the  
City of Newburgh**

Mobile Life Support Services (MLSS) from time to time requires available classroom space, within the confines of the City of Newburgh, to conduct various CPR, First Aid, and EMS Certification programs for the benefit of both City employees and involved residents. Under this license, MLSS would seek to compensate the City of Newburgh (CITY) for the use of any appropriate classroom space owned and operated by the CITY on an as-available basis, and both parties would agree as follows:

- MLSS would compensate the City of Newburgh in the amount of \$40,000.00 per year for the next two years, commencing April 1, 2011 and concluding March 31, 2013.
- MLSS will pay the licensing fee to the CITY in four (4) equal quarterly payments of \$10,000.00 each, with the first payment due April 1, 2011.
- MLSS will notify the CITY at least ten (10) days in advance of the required date that available classroom space will be required, and the anticipated number of participants that will be attending.
- The CITY will evaluate the request for classroom space, and determine what available classroom space it may have for use on the date(s) in question, and advise MLSS accordingly.
- Should the CITY not have available classroom space on the requested date in question they shall immediately notify MLSS, and efforts will be made to see if an alternative date is acceptable.
- Should MLSS be unable to reschedule the classroom session with the CITY, they will be required to make their own arrangements for suitable classroom space elsewhere with no cost to the CITY.
- MLSS shall maintain any leased classroom space in the condition it was found prior to their use, and will only conduct classroom activities that have been pre-approved by the CITY.
- Under this license, the CITY will not seek any additional use or maintenance fees from MLSS for the use of any classroom authorized by the CITY.

Agreed to .....