

**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
MARCH 15, 2022**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL (COUNCIL CLERK)
3. APPROVAL OF MINUTES (NOTHING THIS EVENING)
4. CORRESPONDENCE, COMMUNICATIONS (NOTHING THIS EVENING)
AND REPORTS
5. FOR THE GOOD OF THE CITY (PUBLIC PARTICIPATION)
6. REMARKS OF THE MAYOR
7. REMARKS OF DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES (NOTHING THIS EVENING)
9. PETITIONS AND COMPLAINTS (NOTHING THIS EVENING)
10. REMARKS OF THE ALDERMAN AND REPORTS OF COMMITTEES
11. UNFINISHED BUSINESS (NOTHING THIS EVENING)
12. NEW BUSINESS (RESOLUTIONS)
 - Resolution authorizing a budget transfer for \$7044.82 from ARPA funds to cover COVID related supply expenses
 - Resolution authorizing the salary schedule for non-union employees for 2022
 - Resolution authorizing an agreement with Orange County for Stop DWI Enforcement
 - Resolution authorizing an agreement with Pitney Bowes for a mailing machine
 - Resolution authorizing an agreement with Fusco Engineering
 - Resolution authorizing an agreement to retain legal counsel for a bankruptcy proceeding
 - Resolution authorizing a contract of sale to purchase property at 54 Kohler Road and Highway 24
 - Resolution amending the city code updating the penalty provisions of Article I of Chapter 416
 - Resolution authorizing road closures for the YMCA Annual Ruthie Dino Marshall Run
 - Resolution authorizing declaring the City as Lead Agency in a SEQR Review with respect to a rezoning request
 - Resolution authorizing a public hearing on changing the definition of retail business in the DMU.
13. LOCAL LAWS Local Law # 3 of 2022- Delinquent Taxes
14. AUDIT OF CLAIMS AND ACCOUNTS (FINANCE COMMITTEE CHAIR)
15. ADJOURNMENT

**The agenda is tentative and established on all accessible information at this time.
Items may be eliminated at any time. Resolutions are added on an emergency basis.**



**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 03.15.22

Index No: 54-22

NAMES AYES NOES ABSTAIN ABSENT

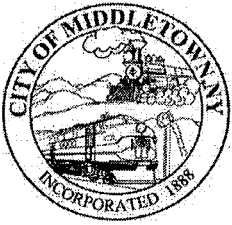
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer 7,044.82 of ARPA funds in the following manner to pay for additional COVID related supply expenses in 2021.

FROM
A.4785

AMOUNT
\$7,044.82

TO
A.1900.907



DEPARTMENT OF FINANCE

City Of Middletown

Kelly A. Kelly
Treasurer

16 James Street
Middletown, NY 10940
Tel: (845) 346-4150
Fax: (845) 343-1101

RECEIVED

Date: February 28, 2022

To: The Board of Estimates

From: Kelly Ann Kelly, Treasurer

FEB 28 2022

City Clerk
City of Middletown

I am requesting \$7,044.82 of ARPA funds to pay for additional COVID related supply expenses in 2021.

FROM	AMOUNT	TO
A.4785	\$7,044.82	A.1900.907
ARPA		Special Items. COVID Costs

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 03.15.22

Index No: 55-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the following salary schedule for non-union employees for 2022.

Middletown Employees
Non Union Full Time Employees
Projected 2022 Salaries -3%

Dept	Last Name	First Name	Title	2021 Hrly Rate	2021 Salary	3% Raises	2022 Hrly Rate	2022 Salary	2022 Hrly Difference
Assessors	OWEN-FEELY	MARIANN	Assessor	35.5529	73,950	6,064	38.4682	80,014	2,9153
Civil Service	MASI	JOSEPH	Exec Admin Civil Service	37.4231	77,840	6,000	40.3077	83,840	2.8846
Clerks	MCCORMACK	RICHARD	City Clerk	36.7788	76,500		36.7788	76,500	0.0000
Clerks	RODRIGUEZ	CELINE	Confidential Secretary	19.7115	41,000	1,230	20.3029	42,230	0.5913
Comm. Dev.	BRUNI	MARIA	Dir., Comm. Dev.	47.9082	99,649	2,989	49.3454	102,638	1.4372
Comm. Dev.	DEGNAN	JOHN	Asst. Director	28.3183	58,902	1,767	29.1678	60,669	0.8495
Comm. Dev.	RACINE	PATRICIA	Clerk	23.7981	49,500	1,485	24.5120	50,985	0.7139
Comm. Dev.	MCNAMARA	CAITLIN	Bus. Mktg Coord.	24.5168	50,995	1,530	25.2523	52,525	0.7355
Comm. Dev.	DETEFANO	ALESSANDRA	Confidential Secretary	19.7115	41,000	1,230	20.3029	42,230	0.5913
Corp. Counsel	SMITH	ALEX	Corporation Counsel	39.2308	81,600	2,448	40.4077	84,048	1.1769
Corp. Counsel	CROUGHAN	RICHARD	Corporation Counsel	19.2308	20,000		19.2308	20,000	0.0000
Corp. Counsel	TU	MARTINA	Secretary	22.1654	46,104	1,383	22.8303	47,487	0.6650
DPW	MASTRIA	ROSS	Asst. Commissioner	45.5106	94,662	2,840	46.8759	97,502	1.3653
DPW	SMITH	BRIAN	Asst. Commissioner	46.4207	96,555	2,897	47.8133	99,452	1.3926
DPW	TAWIL	YACOB	Commissioner, DPW	110.4639	229,765	6,893	113.7779	236,658	3.3139
Finance	LIZ	LEONORA	Asst. Treasurer	38.4615	80,000	2,400	39.6154	82,400	1.1538
Finance	KELLY	KELLY	Treasurer	52.8846	110,000	3,300	54.4712	113,300	1.5865
Mayor	ZAHORCHAK	MARY	Secretary	20.9178	43,509	1,305	21.5453	44,814	0.6275
Paramount	SANDE	STEFANIA	Asst. Director	24.7813	51,545	1,546	25.5247	53,091	0.7434
Paramount	HANSEN	EILLEN	Tech	24.2755	50,493	1,515	25.0037	52,008	0.7283
PD-Civilian	DUGAN	CHRISTINE	Confidential Secretary	30.3856	63,202	1,896	31.2971	65,098	0.9116
Recreation	BERTHOFF	RAEYNN	Supt. Of Rec.	36.5183	75,958	2,279	37.6138	78,237	1.0955
Recreation	PSARAKIS	NICOLE	Program Coordinator	30.5288	63,500	1,905	31.4447	65,405	0.9159
Seniors	BEAIRSTO	JEAN	Activity Leader	17.8918	37,215	1,116	18.4286	38,331	0.5368
Seniors	MAXWELL	KIMBERLY	Bus driver	16.8298	35,006	1,050	17.3347	36,056	0.5049
Seniors	SIERRA	JULISSA	Director, Senior Center	29.5010	61,362	1,841	30.3860	63,203	0.8850
Total Salaries				1,809,812	58,910		908.0392	1,868,722	

Part time 2022
Plus \$15,000 Stipend

**Middletown Employees
Non-Union Part Time
Projected 2022 Increases**

Dept	ID	Last Name	First Name	Pay Rate	3% Inc.	2022 3% Salary	YRLY HRS AVERAGE	2021 SALARY
DPW	6283	Cummings	Susan	15.49	0.4647	15.9539	960	14,000.00
CS	1264	Welch	Pamela	17.18	0.5154	18.1800	1431	26,015.58 \$1.00 per hour
PAR	1286	Gillen	Stephanie	15.00	0.4500	15.4500	660	10,197.00
CD	1497	Zahorchak	Michael	15.61	0.4682	16.0742	1100	17,681.60
PD	1603	Schumaci	John	20.07	0.6022	20.6758	1144	23,653.12
PD	8838	Gallo	Nicholas	13.20	0.3960	13.5960	1044	14,187.43
srs	1716	Teixeira	Jaqueline	13.20	0.3960	13.5960	1046	14,221.42
srs	1289	Sabater	Edwin	15.00	0.4500	15.4500	185	2,858.25

Approved by BOE 3/10/2022

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 03.15.22

Index No: 56-22

NAMES AYES NOES ABSTAIN ABSENT

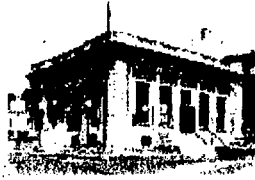
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign a contract with the County for our STOP-DWI enforcement period of March 12, 2022 through January 1, 2023.

The total amount of the 1st period award is for 70 hours of service or a dollar amount not to exceed \$4678. We will be notified at a later date of subsequent payments to cover the 2nd and 3rd periods of the year.

These funds are to be paid to the City of Middletown and not to be reimbursed to the Police Department budget.

JOHN EWANCIW
CHIEF OF POLICE



TELEPHONE
845-343-3151
FAX NUMBER
845-343-2660

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

March 2, 2022

Mayor Joseph DeStefano
Members of the Common Council
And Board of Estimate
City of Middletown
16 James Street
Middletown, New York 10940

Dear Mayor DeStefano and Members,

Attached please find the contract with the County for our STOP-DWI enforcement period of March 12, 2022 through January 1, 2023. The total amount of the 1st period award is for 70 hours of service or a dollar amount not to exceed \$4678. We will be notified at a later date of subsequent payments to cover the 2nd and 3rd periods of the year. These funds are to be paid to the City of Middletown and not to be reimbursed to the Police Department budget.

Please be kind enough to prepare a resolution authorizing the Mayor to sign the agreement.

This contract must be signed in **blue ink**. Once the contract is signed, please return the original to us for forwarding to the County.

Please add this funding to our STOP DWI Budget line A.3141.103.

Thank you.

Very truly yours,



John Ewanciw
Chief of Police

Enclosure
JE: ccd

ORANGE COUNTY, NEW YORK



Steven M. Neuhaus
County Executive

Coordinator
Brendan R. Casey
Commissioner
OC Emergency Services

Administrator
John Jones

STOP-DWI / Traffic Safety Programs

22 Wells Farm Road
Goshen, New York 10924
845-615-0566



TO: CITY OF MIDDLETOWN

FROM: Brendan R. Casey, Orange County STOP-DWI Coordinator

DATE: February 17, 2022

Enclosed is your department's contract for the 2022 STOP-DWI (Regular) enforcement patrol year funding **beginning on March 12, 2022 and ending on January 1, 2023**. The contract is for participation for the **full year**. The enclosed contract indicates the Not-to-Exceed total hours and/or dollar amount for the 1st Period beginning on March 12, 2022, and ending on June 1, 2022, in the amount of **\$4678/70**. You will be subsequently notified by letter of the awarded amount of the total dollars/hours for the 2nd and 3rd periods of the year. Please review the attached Schedule A of the contract for enforcement dates and reimbursement requirements.

Please sign and return this contract at your earliest convenience to ensure that your department can participate in the enforcement period. **A BOARD CERTIFIED RESOLUTION IS REQUIRED FOR THE ACCEPTANCE OF THIS CONTRACT AS WELL AS FOR THE AUTHORIZATION OF A DESIGNATED OFFICIAL TO EXECUTE THE CONTRACT FOR YOUR MUNICIPALITY.**

PLEASE NOTE THAT ARTICLE 17. SIGNATURES ALLOWS FOR A MANUALLY SIGNED COPY OF THIS AGREEMENT TO BE DELIVERED VIA FAX (845) 291-2121, EMAIL (csaccone@orangecountygov.com) OR OTHER MEANS OF ELECTRONIC TRANSMISSION.

Also included in the mailing is a completion packet containing:

- Enforcement Patrol Sheet (Copy as needed)
- Patrol Summary Sheet – To be completed at the end of the enforcement period by compiling all Patrol Sheets.
- Final Reimbursement Claim Form – To include participating officers' names, hours and salary/overtime costs per patrol shift. **The maximum reimbursement will be time and one-half based on the participating officer's hourly salary rates and no hourly rate higher than that of your department's highest paid Sergeant will be approved.**

If you have any questions, please do not hesitate to contact me.

Your officers are the front line of defense in keeping our roadways safe from impaired and intoxicated drivers. On behalf of County Executive, Steven Neuhaus and Orange County's STOP-DWI Program, thank you to you and your officers for your commitment to patrolling and protecting the County.



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this 12th day of March, 2022, by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the **CITY OF MIDDLETOWN**, a City of the State of New York, with its principal offices at 2 James Street, Middletown, NY 10940, by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

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

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

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on March 12, 2022 and end January 11, 2023.

ARTICLE 3. PROCUREMENT OF AGREEMENT

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

or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

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

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (3) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

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

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

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE 6. BOOKS AND RECORDS

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

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

ARTICLE 7. RETENTION OF RECORDS

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

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

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

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

ARTICLE 9. INDEMNIFICATION

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

ARTICLE 10. TERMINATION

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

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

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

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

ARTICLE 11. GENERAL RELEASE

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

ARTICLE 12. SET-OFF RIGHTS

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

ARTICLE 13. GOVERNING LAW

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

ARTICLE 14. ENTIRE AGREEMENT

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

ARTICLE 15. MODIFICATION

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

ARTICLE 16. SEXUAL HARASSMENT CERTIFICATION

Pursuant to State of New York State Finance Law §139-l, by execution of this IMA, the MUNICIPALITY and the individual signing this IMA on behalf of the MUNICIPALITY certifies, under penalty of perjury, that the MUNICIPALITY has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the State of New York Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

The COUNTY's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the COUNTY's website at:

<https://www.orangecountygov.com/1137/Human-Resources>.

ARTICLE 17. SIGNATURES

A manually signed copy of this IMA delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this IMA.

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

COUNTY OF ORANGE

By: _____
Steven M. Neuhaus
County Executive

DATE: _____

MUNICIPALITY

By: _____
Name: _____
Title: _____

DATE: _____

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

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

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

First Enforcement Period – March 12, 2022 through June 1, 2022, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2022 through September 6, 2022, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – November 11, 2022 through January 1, 2023, which includes Thanksgiving, Christmas, and the New Year's holidays enforcement campaigns.

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

DATA SUBMITTAL.

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

AWARD OF FUNDS.

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

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period November 6, 2021 through January 1, 2022, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed **FOUR THOUSAND SIX HUNDRED SEVENTY-EIGHT AND 00/100 (\$4678)** covering 70 man-hours for the first enforcement period of 2022. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2022.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement period of 2022 by a separate written award letter delivered to MUNICIPALITY prior to the

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

Orange County STOP-DWI Enforcement Patrol

Police Department: _____

Patrol Period: _____

Note: This form must be completed and returned to STOP-DWI in order to receive payment.

SUMMARY SHEET

Number of Patrol Sheets Attached: _____

Total Hours: _____

No. of Stops: _____

1192 Arrests: _____

1192 Tickets: _____

511-2 & 511-3 Arrests: _____

Zero Tolerance Detentions: _____

Other Tickets: _____

Total number of tickets issued during this same time where the officers' time was not funded by the STOP-DWI Program:

1192 Tickets: _____

511-2 & 511-3 Tickets: _____

Zero Tolerance Detentions: _____

Other Tickets: _____

Chief's Signature: _____

Please return this Summary Sheet along with all Enforcement Patrol Sheets and hourly/overtime rate for Police Officers with total claim amount to:

Christine Saccone
Emergency Services Center
22 Wells Farm Road
Goshen, NY 10924
EMAIL: csaccone@orangecountygov.com
PHONE: 615-0565 FAX: 291-2121

Department: _____

Address: _____

Chief of Police: _____

Submitted by: _____

Contact Phone #: _____

[illegible]

Orange County STOP-DWI Enforcement Patrol

Date: _____ Time Began: _____ Beginning Miles: _____
Police Dept: _____ Time Ended: _____ Ending Miles: _____
Officer's Name: _____

NOTE: This form must be completed and returned to STOP-DWI in order to receive payment

[illegible]

Comments:

Total Hours: _____
 # of Stops: _____
 #1192 Arrests: _____
 #1192 Tickets: _____
 511-2,3 arrests: _____
 Zero Tol. Det. : _____
 #Other Tickets: _____

Chief's Signature: _____

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 03.15.22

Index No: 57-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
-------	------	------	---------	--------

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Mayor to execute a renewal contract for our Pitney Bowes Mailing Machine. This renewal is again for 60 months (\$181.89/qtr.) with a savings of \$21.03 per quarter compared to the previous contract.

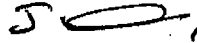
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED

MAR 02 2022

City Clerk
City of Middletown

Date: March 2, 2022
To: Honorable Mayor DeStefano, Honorable Members of the Board of
Estimate and Apportionment, Members of the Common Council,
Kelly A. Kelly, Treasurer
From: Jacob Tawil, Commissioner of Public Works 
Re: Contract for DPW's Pitney Bowes Mailing Machine

Attached please find the renewal contract for our Pitney Bowes Mailing Machine. This renewal is again for 60 months (\$181.89/qtr.) with a savings of \$21.03 per quarter compared to the previous contract.

At this time, your review and approval of the contract is requested.

Thank you.

**Sourcewell (formerly known as NJPA) State & Local FMV Lease**

--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)
CITY OF MIDDLETOWN DEP OF PUBLIC WORKS			146002297
Sold-To: Address			
16 JAMES ST, MIDDLETOWN, NY, 10940-5724, US			
Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #	
Susan Cummings	8453433169	0011235277	
Bill-To: Address			
16 JAMES ST, MIDDLETOWN, NY, 10940-5724, US			
Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Susan Cummings	8453433169	0011235277	scummings@middletown-ny.com
Ship-To: Address			
16 JAMES ST, MIDDLETOWN, NY, 10940-5724, US			
Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #	
Susan Cummings	8453433169	0011235277	
PO #			

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES4	SendPro C Series - Version 4
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C200	SendPro C200
1	CAAB	Basic Cost Accounting
1	DM1RKL	Return Kit for DM100/125 - Large
1	F9PG2	PowerGuard LE Service Package
	F9S2	SendPro C Install Training with Shipping
1	HZ80001	SendPro C Series Drop Stacker

1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online
1	PTJA	SendPro Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM Speed
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months		Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*	
60	\$ 60.63	\$ 181.89	

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ☐ Tax Exempt Certificate Attached
☐ Tax Exempt Certificate Not Required
☐ Purchase Power® transaction fees included
☒ Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the NJPA Contract Number 041917-PIT, effective date May 17, 2017 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 2/20) which is available at <http://www.pb.com/states/njpa> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX® requirement protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Linda Pachter

linda.pachter@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 03.15.22

Index No: 58-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Mayor to execute the attached contract with Fusco Engineering and Land Surveying, P.C. in the amount of \$2,166,840.00 per the attached January 26, 2022 proposal letter and attached fee summary schedule.

Fees for these services will be funded through the project's available budget.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED

MAR 08 2022

City Clerk
City of Middletown

Date: March 7, 2022
To: Honorable Mayor DeStefano, Council President Rodrigues
and Members of the Common Council
Cc: City Clerk Richard McCormack and City Treasurer Kelly A. Kelly
From: Jacob Tawil, Commissioner of Public Works JT / KG
Re: O&W A/E and Construction Contract/Cost

We have reviewed the enclosed proposal from Fusco Engineering & Land Surveying P.C. for design services, bidding process, full time construction inspection and management. We found these fees consistent with industry standards as follows:

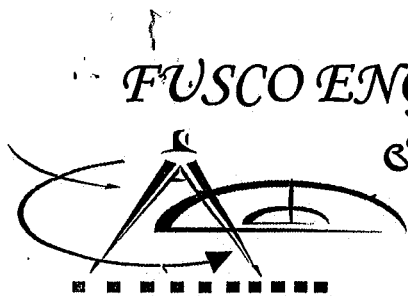
Project Budget	\$11,650,000.00
Construction Budget	\$10,722,000.00
A/E Fees	\$1,124,238.00
CM/Inspection Services	\$1,042,602.00

Total A/E Fees and Construction Services are
 $\$1,124,238.00 + \$1,042,602.00 = \$2,166,840.00$

We respectfully request council resolution authorizing the Mayor to execute the attached contract with Fusco Engineering and Land Surveying, P.C. in the amount of \$2,166,840.00 per the attached January 26, 2022 proposal letter and attached fee summary schedule.

Fees for these services will be funded through the project's available budget.

Thank you.



FUSCO ENGINEERING

& LAND SURVEYING, P.C.

Consulting Engineers

Alfred A. Fusco, Jr., P.E., Principal

Alfred A. Fusco, III, General Manager

- 233 East Main Street
Middletown, NY 10940
Phone: (845) 344-5863
Fax: (845) 956-5865
- 19 Waywayup Lane
Port Jervis, NY 12771
Phone: (845) 956-5866

January 26, 2022

Jacob Tawil, Commissioner DPW
City of Middletown
16 James Street
Middletown, New York 10940

Re: O&W Station Rehabilitation
Professional Services Agreement
Our File #21-088

Dear Jacob,

We have reviewed the rate schedule two (2) ways for your review, based on Project Cost - \$11,650,000 see enclosed City budget and Engineer estimate. The Construction Cost - \$10,722,000 see enclosed Arace Construction Budget - SUNY Albany OGS rates attached.

BASIC DESIGN:

\$3,500,000 to \$100,000,000

\$205,080 + 4.7% over \$3,500,000

\$205,080 + \$340,878 = \$ 545,958

REHABILITATION:

Civil Landscape – add 10% to 40% - say 20% = \$ 109,191

Interior Alteration – add 50% to 60% - say 50% = \$ 272,979

Exterior Alteration – add 50% to 60% - say 50% = \$ 272,979

Roofs– add 10% to 50% - say 20% = \$ 109,191

MEP – add 50% to 60% - say 50% = \$ 272,979

TOTAL \$1,583,277

OUR PRICE \$1,124,238 ✓

ROYAL ARITECTURAL INSTITUTE ATTACHED, PAGE II:

Licensed Day Care Category 5 2/3 of building

Housing Category 2 1/3 of building

CHARTS

Category 5 12.72% 2/3 \$ 900,133

Category 2 9.01% 1/3 \$ 318,797

TOTAL \$1,218,930

OUR PRICE

\$1,124,238

ASCE did not have building cost – only civil type projects.

CONSTRUCTION MANAGEMENT & CONSULTANT

Building Code Compliant

Based on 14 month schedule – could be less if project schedule can be reduced.

ARMY CORP OF ENGINEERS CONSTRUCTION MANAGEMENT COSTS:

CM Owners Representative	12.1% of Project	1,297,362.00
Renovation	10.7% of Project	1,147,254.00
Ours		1,198,402.00

Based on the information provided above, I believe we are in the correct cost range for the project. We have also enclosed our breakdown for your review.

Project Budget	\$ 11,650,000.00
Construction Budget	\$ 10,722,000.00
A/E Cost	\$ 1,124,238.00
CM & BCCC	\$ 1,198,402.00
Total Cost	\$ 2,166,840.00

Handwritten note: \$1,042,602 ??

Breakdown of Cost

General Site	20%
Structural	20%
Architectural	
(Interior & Exterior)	25%
MEP	20%
Environmental	15%

We have also included our proposal and contract for a complete package.

Please advise if you wish to meet to discuss. Thank you.

Very truly yours,


Alfred A. Fusco, Jr., P.E.
FUSCO ENGINEERING
& LAND SURVEYING, P.C.



FUSCO ENGINEERING & LAND SURVEYING, P.C.

Consulting Engineers

Alfred A. Fusco, Jr., P.E., Principal

Alfred A. Fusco, III, General Manager

- 233 East Main Street
Middletown, NY 10940
Phone: (845) 344-5863
Fax: (845) 956-5865
- 19 Waywayup Lane
Port Jervis, NY 12771
Phone: (845) 956-5866

January 26, 2022

O&W Station Rehabilitation
HEADSTART WITH HOUSING COMPONENT – 8 APARTMENTS
Engineer's Estimate

ITEM	QUANTITY	UNIT PRICE	AMOUNT
Asbestos Testing and Remediation	LS	LS	\$ 400,000.00
Roof Replacement with Insulation	8,000 SF	40/SF	640,000.00
Pointing Brick and Rebuild South End	16,000 SF	30/SF	900,000.00
Electric Service and Replace System Also Fire Alarm	24,000 SF	30/SF	1,400,000.00
HVAC with COVID Protection	24,000 SF	40/SF	1,500,000.00
Interior Structural Work	LS	LS	450,000.00
Flooring	24,000 SF	20/SF	950,000.00
Plumbing	24,000 SF	30/SF	1,400,000.00
Interior Finishes	24,000 SF	40/SF	1,200,000.00
Replace Porch	2,000 LF	20 LF	482,000.00
Playground – Fenced and Safety Floor Shade Elements	LS	LS	200,000.00
Parking (asphalt) sidewalk, pavers and patio	5,000 SF	6/SF	150,000.00
Fire Separation for Housing	8,000 SF	20/SF	300,000.00
Elevator for Housing	3 Floors	100,000/Floor	450,000.00

Additional MEP for Housing	8,000 SF	20/SF	\$ 300,000.00
Sub-Total			\$10,722,000.00

AGREEMENT

THIS AGREEMENT, made this 4th day of January, 2022, by and between CITY OF MIDDLETOWN, 16 JAMES STREET, MIDDLETOWN, NEW YORK, hereinafter called "OWNER" and FUSCO ENGINEERING AND LAND SURVEYING, P.C., 233 EAST MAIN STREET, MIDDLETOWN, NEW YORK, doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The "PROJECT" means the O&W Station Rehabilitation project described in the CONTRACT DOCUMENTS.
2. The "WORK" shall be in accord with and as required by the CONTRACT DOCUMENTS.
3. The CONTRACTOR will commence the WORK immediately and will complete design within 180 calendar days unless the period for completion is extended in accord with the CONTRACT DOCUMENTS. CONSTRUCTION MANAGEMENT is scheduled for 290 days from commencement.
4. The CONTRACTOR agrees to perform all of the WORK and comply with the terms therein for compensation as per Schedule A..
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) ADVERTISEMENT FOR RFQ
 - (B) RFQ DOCUMENTS
 - (C) RFQ RESPONSE, SPECIFICALLY THE STATEMENT OF GENERAL AND TECHNICAL APPROACH.
 - (D) RESOLUTION OF SELECTION
 - (E) THE PROPOSAL FOR WORK ATTACHED WITH BREAKDOWN OF COSTS
6. The OWNER will pay to the CONTRACTOR in the manner and at such times of 30 days on certified vouchers.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. Proof of Professional Liability Insurance and General Liability Insurance is attached.
9. Specifications to be in written form (8 1/2" x 11" – word document) to be ready for bid. Final contract drawings for the project will be ready to bid in CSI format.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate each of which shall be deemed an original on the date first above written.

OWNER: City of Middletown
16 James Street
Middletown, New York 10940

BY: _____

NAME: _____

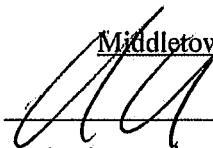
Title: _____ (SEAL)

ATTEST:

Name _____

Title _____

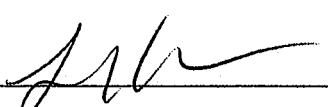
CONTRACTOR: Fusco Engineering and Land Surveying, P.C.
233 East Main Street
Middletown, New York 10940

BY:  _____

NAME: Alfred A. Fusco, Jr., P.E.

Title: President (SEAL)

ATTEST:

Name  _____

Title Office Manager - Jennifer Highman

Alfred A. Fusco, Jr., P.E., Principal

- **233 East Main Street
Middletown, NY 10940
Phone: (845) 344-5863
Fax: (845) 956-5865**
- **19 Waywayup Lane
Port Jervis, NY 12771
Phone: (845) 956-5866**

Cc: Honorable Joseph DeStefano, Mayor

SCHEDULE A

Design	\$1,124,238.00
Construction Management	\$1,042,602.00
TOTAL PACKAGE	\$ 2,166,840.00

HOURLY RATE SCHEDULE

Service Group Manager	\$ 270.00
Sr. Principal Engineer/Architect	\$ 225.00
Principal Engineer/Architect	\$ 195.00
Managing Environmental Scientist	\$ 195.00
Managing Engineer/Architect	\$ 173.00
Sr. Project Engineer/Architect	\$ 160.00
Project Engineer/Architect	\$ 147.00
Sr. Project Scientist	\$ 163.00
Project Environmental Scientist	\$ 128.00
BCCC and Sr. Designer	\$ 128.00
CM & Engineer/Architect	\$ 118.00
Staff Engineer/Architect	\$ 105.00
Designer/Technology	\$ 93.00
Technical Administration	\$ 82.00

Reimbursable Expenses:

Mileage..... \$0.58/mile, plus toll payments

Mailings; public hearing notices, overnight, etc..... Cost plus 1.5 multiplier.

Expenses not listed above, and incurred on behalf of the client, shall be invoiced at 1.5 times the expenses.

Prints

White prints/Blueprints:

(18 X 24).....	\$ 1.80 per sheet
(24 X 36).....	\$ 3.00 per sheet
(30 X 42).....	\$ 4.50 per sheet
(36 X 48).....	\$ 6.00 per sheet

Mylar sepia:

(24 X 36).....	\$42.00 per sheet
(36 X 48).....	\$84.00 per sheet

B/W Wide Format Scanning:

(18 X 24).....	\$ 6.00 per sheet
(24 X 36).....	\$ 12.00 per sheet
(30 X 42).....	\$ 18.00 per sheet
(36 X 48).....	\$ 24.00 per sheet

Photocopies (8.5 X 11) Color.....\$ 1.00/each

Photocopies (8.5 X 11) Black and White..... \$ 0.32/each

Photocopies (11 X 17).....\$ 0.60/each

Photographs..... \$ 1.50/each

Binding of specification books..... \$15.00/each

Project Labor Agreement Feasibility Study



O&W Railroad Station Rehabilitation Project Middletown, New York

Prepared for the City of Middletown
Fusco Engineering



ARACE & COMPANY
PLA CONSULTING SERVICES

Content Menu

Pg. 2	Executive Summary	Pg. 13	Compliance
Pg. 5	Economic Analysis <i>Direct Savings</i>	Pg. 15	Conclusion
Pg. 9	Economic Analysis <i>Indirect Savings</i>	Pg. 16	Appendix
Pg. 12	Economic Analysis <i>Cost Avoidance Savings</i>		



Section One Introduction and Background

Executive Summary

Agreement

The City of Middletown, New York retained Arace & Company Consulting (Arace) to conduct a PLA Feasibility Study (PFS) regarding utilizing a Project Labor Agreement (PLA) for the O&W Railroad Station Rehabilitation Project (Project) sited at 7 Low Avenue, Section 16, Block 1, Lot 28 City of Middletown, Orange County, New York.

Limits of this Study

Potential cost savings cited in the PFS are intended only as indicators of what might be achieved based on verifiable concessions granted by local unions on prior area PLAs. The goal of the Study is to take a pre-bid snap shot of key labor metrics in the Project's proposed work plan as a basis for rendering an assessment on whether a PLA would be beneficial to the Client's purpose. A PFS is not designed to quantify longer term materials costs or financial conditions which may impact labor force during the construction process. Neither can it predict the effects a General Contractor's management choices may have on of a project's construction efficiency or the productivity of its labor force.

Metrics

The Project's labor cost is estimated at \$5,361m. The Project is expected to start construction July 1, 2022 and end August 18, 2023, a 14-month duration. This PFS is based on the assumption that the Project utilizes a one 8-hour shift per day, five days a week construction schedule with 5% of the construction worked as irregular or second shift work, and 10% overtime. Excluding weekends and an anticipated seven observed holidays, the total time to complete the Project is an estimated 290 workdays.

Fourteen primary trades are expected to participate in this Project. The average hourly wage, including payroll burden, is \$99.02 (Source: NYS Department of Labor, December 2021).

Findings

After conducting a PFS for the Project and reviewing prior local PLAs, Arace identified local precedent for potential cost savings of approximately \$294,478 (5.4% in labor cost)* off the Prevailing Wage Standards mandated by law for public works construction. See Economic Summary on page 15 for more details.

Arace recommends a PLA for this Project.

Vendor

Arace & Company Consulting, LLC
356 Golfview Road #704, North Palm Beach, FL 33408
26 Village Cove, Warwick, NY 10990
914-475-2883 info@araceconsulting.com
www.araceconsulting.com

Qualifications

Arace is qualified to conduct this Study because it has delivered 54 Project Labor Agreements (PLAs) for public entities including Studies for the New York State agencies: Department of Transportation, Office of General Services, Bridge Authority, SUNY and CUNY. The firm has recommended both for and against the use of PLAs, and advised federal, state, county and municipal agencies on their use. Arace has negotiated 45 executed PLAs.

Purpose

The purpose of this PFS is to quantify the positive, negative and neutral impacts of utilizing a PLA for construction of this Project and then to make a recommendation for or against proceeding to negotiate a PLA for the Project.

Scope

In order to quantify the economic advantages, if any, of a PLA, the following aspects of the local labor force are researched and assessed:

- Labor inventory, skill sets and performance
- Prior concessions on Prevailing Wage Standards
- Other factors relevant to the timely completion of this Project
- Concurrent construction projects competing for labor force
- Potential Cost Avoidances

Compliance

In order to verify prevailing legal definitions of what constitutes a valid PLA, we research the following:

- Participation compliance on Minority/Women/Service Disabled Veteran Owned Business
- An urgent need to complete the Project
- An open bidding process

Mini-Backgrounder on Project Labor Agreements

Project Labor Agreements (PLAs) are single-site craft labor agreements, unique to the construction industry, which have the potential to facilitate timely, cost-effective construction for public works projects. Under a PLA, concessions off Prevailing Wage Standards may be negotiated on work rules and schedules, overtime, shift differentials, apprentice labor and the like. PLAs include provisions precluding strikes, lockouts, work stoppages and/or any other disruption of work over the duration.

On public projects employing a PLA, it is typically mandatory that both union and open shop contractors and subcontractors accept the Agreement as a condition of work. See page 16 for a detailed PLA Backgrounder.

Project Description

O&W station is an historic building located at 7 Low Street, Middletown in Orange County, New York. It was designed by Bradford Lee Gilbert and built in 1892-1893 by the New York, Ontario and Western Railway. It is a three-story Richardsonian Romanesque-style pressed brick and sandstone building which measures approximately 237 feet long and has towers at the north and south end. Additions and alterations were made to the original building in 1904 and 1920, designed by Middletown architect David H. Canfield. Also on the property is a two-story records storage building, built in 1915. The station closed on September 10, 1953, on the cessation of O&W passenger service.

Project Scope

Gut rehabilitation of the entire structure and site

Tasks

Demolition or repair of fire damaged areas

Point building brick and stone

Asbestos removal and remediation

New: roof, windows, doors, electric, plumbing, HVAC, utilities, IT services, Elevator construction

Repairs: structural, flooring, stairs

Labor Conditions

The unemployment rate in Orange County was 4.1 percent in November 2021, down from a revised 4.7 percent in October 2021, and below the year-ago estimate of 6.6 percent (Source: NYSDOL). Private sector jobs in the Hudson Valley rose over the year by 22,100, or 3.0 percent, to 766,400 in November 2021. Job growth was centered mainly in leisure and hospitality (+13,400), professional and business services (+6,100), trade, transportation and utilities (+2,600). Losses were greatest in natural resources, mining and construction (-3,700) and financial activities (-1,200).

Unions

Todd Diorio is President of the Hudson Valley Building and Construction Trades Council. He and Alan Seidman, President of Construction Contractors Association, have frequently partnered in providing workforce and contractors for construction in the Hudson Valley through their strong working relationships with local officials, contractors and vendors.

Workforce

Given the relatively small number of workers required for the Project, it is reasonable to assume that it can be constructed wholly or in large part by workforce comprised of local residents. We note that projects constructed under PLAs are always given priority status in securing workforce from local (and regional) union labor pools.

Experience

Research verifies that local union workforce has substantial PLA experience in all known areas of the Project's construction. See page 17 for an inventory of all Hudson Valley PLAs.



Section Two

Economic Analysis - Direct Savings

Assumptions

The Project's labor cost is estimated at \$5.361m. The Project is expected to start construction July 1, 2022 and end August 18, 2023, a 14-month duration. This calculation is based on the Project utilizing a one 8-hour shift per day, five days a week construction schedule with 5% of the construction worked as Irregular or second shift work, and 10% overtime. Excluding weekends, holidays and an anticipated seven observed holidays, the total time to complete the Project is estimated to be 290 workdays.

Fourteen primary trades are expected to participate in this Project: carpenter, electrician, elevator constructor, glazier, iron worker, laborer, mason, operating engineer, painter, plumber, roofer, sheet metal worker, sprinkler-fitter, teamster. The average hourly wage is \$99.02 (Source: NYS Department of Labor, December 2021). The hourly rate cited above includes ~33% payroll burden (payroll taxes, worker's compensation, unemployment insurance and overhead).

PROJECT METRICS	• Hard construction cost: \$10.722m
	• Labor cost: \$5.361m
	• Duration: 14 months
	• Work days: 290
	• Total work hours: 54,140*
	• Work hours per day: 186*
	• Labor cost per day: \$18,486*

**Labor cost of \$5.361m divided by average hourly rate (\$99.02) = approximately 54,140 work hours > divided by 290 work days = 186 average work hours per day. Total work days divided into labor cost = labor cost per day (\$18,486)*

Saturday Make-Ups

Over the Project's 14 month duration there will inevitably be times when severe weather forces a work stoppage. Saturday work may sometimes be scheduled to make up for lost man-hours missed in order to keep a project on schedule. But Saturday work is typically paid at time and one-half per hour worked.

There is precedent in prior DOT PLAs for a Saturday make-up work to be paid at the straight time rate. Of the 14 participating trades, only painter and operating engineer allow for Saturday make-up work at straight time; the rest of the trades on the Project do not.

While it is impossible to predict an exact number of workdays that will be lost to weather conditions, we use a conservative number of two lost workdays when Saturday make-up could be required.

Basis for Potential Savings Calculations
Assuming two lost work days when Saturday make-up could be required: 86% of 186 average work hours a day = 160 work hours a day x 2 days = 320 work hours x \$24.14 (half hourly rate) =

POTENTIAL SAVINGS
\$7,725

Apprentice Workers

Proposed Change in Formula

A PLA for the Project could include a provision which would enable contractors to utilize a single, maximum apprentice ratio for all trades instead of the standard practice of following the varying ratios in each union's Collective Bargaining Agreement (CBA). There is precedent for utilizing this provision in prior Hudson Valley PLAs. It may help to expand craft apprenticeship and training opportunities for women, minorities and veterans as well as economically-disadvantaged, non-minority males and military personnel transitioning from active duty. The proposed change in formula may also stimulate potential cost savings.

Potential Savings

It is permissible under NYS Labor Law for certified apprentices to be paid 60% of a journey-worker's wages and benefits on average (actual figures vary from 55-95%), resulting in a potential savings of 40% per apprentice man hour. We note that Article 8 of the New York State Labor Law requires that only apprentices individually registered in a program certified by the New York State Department of Labor may be paid apprenticeship rates on a public works project. Apprentices who are not enrolled in State programs are paid the journey-worker's rate.

All unions automatically enroll their apprentices in State-certification programs. Many open shop contractors also enroll their apprentices in these programs but a significant number, perhaps as high as 30-50% depending on the region of the State, do not. NYS Department of Labor data does not identify sponsors as union or open shop.

Apprentice Ratios

The minimum apprentice to journey-worker ratio is set as part of the Prevailing Wage schedule for each trade. See below for the allowable ratios of registered Apprentices to Journeyworkers for the specific job categories of the prime trades required for the Project. For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely.

PREVAILING WAGE APPRENTICE RATIOS	Glazier 1:1,1:3	Iron Worker 1:1;1:4
	Carpenter 1:1,1:4	Laborer 1:1,1:3
	Electrical 1:1,1:3	Mason 1:1,1:4
	Laborer 1:1,1:3	Roofer 1:1,1:2
	Mason :1,1:4	Sprinkler 1:1,1:2
	Roofer :1,1:2	Painter 1:1,1:3
	Operator 1:1;1:5	Plumber 1:1; 1:3

Basis for Potential Savings Calculations

Assuming certified local apprentices are paid an average of 60% the Journey workers wages per trade without benefits (\$48.29) = \$19.31p/h. Assuming conservatively that 5% of project labor will be completed by apprentices (54,140 total work hours = 2707 apprentice hours X \$19.31) =

POTENTIAL SAVINGS
\$52,272

Shift Work

It is expected that 5% of Project work will be performed as either irregular or second shift. Utilizing a PLA for this Project would provide the project management team an opportunity to negotiate special agreements for irregular shift and second shifts, and to extend working hours, under a single wage standard that supersedes the local trades' varying premiums for shift work. There is precedent on prior Hudson Valley PLAs for local union leaders to grant a 50% reduction in the standard premium Prevailing Wage rate for all irregular or second shift work. See examples below. We note that this provision cannot be negotiated after the PLA has been signed.

EXAMPLES OF PREVAILING WAGE SHIFT RATES

Carpenter, Plumber, Operating Engineer
Additional 15% of wages is added to straight time pay

Laborer
Additional 20% of wages is added to straight time pay

Iron Worker
Additional \$ 10.93 per hour or 21% of wages is added to straight time pay

Electrician
All 2nd shift work adds \$7.97 per hour to straight time pay (17.32%); \$14.76 per hour is added for 3rd shift work (32%).

Mason
15% premium is paid for 2nd shift work and 25% for 3rd shift.

Basis for Potential Savings Calculations
Assuming 5% of total work hours will be second or irregular shift (2707 hrs) x \$48.29 average hourly premium Prevailing Wage rate =

POTENTIAL SAVINGS
\$130,721

Overtime

If the Project is constructed under a PLA, pay for all overtime hours worked outside the eight hour standard is paid at time and one-half the regular hourly rate. The same rule applies to the ten hour work day when the 4-10's schedule is used. All time on Saturday, regardless of the number of hours worked, is paid at time and one-half; benefits are paid at the straight time rate, not the premium rate, as ordinarily required by some trades on non-PLA projects.

Without a PLA for the Project, each union is paid at its Schedule A overtime rate. Masons and plumbers, for example, are paid double the hourly rate for overtime on Saturday including benefits at time and one half. Iron workers are paid time and one half the hourly rate for the ninth and 10th hours on week days and the first eight hours on Saturday; they are paid double the hourly rate for all additional hours, including benefits at the premium overtime rate. For further examples, see the Prevailing Wage Overtime Analysis chart on page 18.

Basis for Potential Savings Calculations
Assuming 5% overtime hours over the 14 month Project schedule (2707 hours, with 21% of trades exceeding time and one half and requiring time and one half on benefits, potential savings = \$17.39 per hour on benefits and \$24.14 per hour for OT =
\$41.53 x 568 hours =

POTENTIAL SAVINGS
\$23,589

Holidays

When the varying holiday observances of construction workforce are not in perfect alignment, it can lead to conflicting work schedules, loss of productivity and added cost. Research shows that while Hudson Valley unions share many of the same holidays they differ on others and which are paid holidays and which are not.

PLA Holiday Schedule

A PLA provides an opportunity to create a standard holiday schedule for the Project which is observed by all participating trades regardless of their CBA schedules. This schedule tends to increase construction efficiency and may also result in potential cost savings.

If this Project is constructed under a PLA there is local precedent to observe seven annual holidays per year: New Year, Presidents' Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas. Under a PLA, there are a total of eight holidays over the 14 month duration; without a PLA there are a total of 13 holidays. Potential savings in this category are calculated by eliminating five holidays per year under a PLA: day after Thanksgiving, Veterans Day, Good Friday, Day before Christmas, Washington's Birthday.

With a PLA, all trades, union and open shop, are paid at the overtime rate if they are required to work the holiday as called for in their Prevailing Wage Schedule. See examples of Prevailing Wage Holiday pay below. No benefits are paid on holiday pay unless the day is worked. See Holiday Pay Analysis chart on page 19 for full details.

EXAMPLES HOLIDAY PAY WITHOUT A PLA

- Mason, electrician, operator, laborer, elevator constructor and sheet metal are paid at the overtime rate if they are required to work Veterans Day.
- Operators are paid for Washington's Birthday and if required to work that day also receive additional overtime of double pay plus benefits
- Plumbers are paid double time for both hourly wage and benefits if required to work the day after Thanksgiving
- Masons are paid double time for both hourly wage and benefits if required to work Veterans Day
- Iron Workers are paid double time for both hourly wage and benefits if required to work the day after Thanksgiving.

Basis for Potential Savings Calculations
 $\$83.08 \text{ wage and benefit per hour} \times 8 \text{ hours} = \665
cost per day. Calculations on total saving are derived from our holiday work sheet matrix

POTENTIAL SAVINGS
\$19,285

OPTION: 4-10's

The Project is currently expected to follow a 40 hour, five days at eight hours per day schedule. If the project management team determines at some point during the construction process that it will take more than 40 hours a week to deliver the Project on time, there may be value in considering the advantages of a four days at 10 hours per day schedule (4-10's).

Under a PLA's 4-10's schedule, the ninth and tenth hours of the standard eight hour day are paid at straight time and not the overtime rate ordinarily required by Prevailing Wage Standards. Additionally, there is local precedent under a PLA's 4-10's schedule to use Friday as a make-up day at straight time. Absent a PLA, the additional eight hours per worker, per week would be paid at overtime rates and Friday would be worked at time and one-half, or more, depending on the individual trade's CBA.

We do not assign a potential cost savings value to this provision because it is unknown as of this writing if a 4-10's schedule will be used over the Project's duration, and if so, how many work hours it will consume.



Section Three

Economic Analysis - Indirect Savings

Labor Productivity

Independent studies have consistently shown that well-trained workers are more likely to be productive and safety conscious than less well-trained workers. As of 2020, an estimated 90% of union workers and 30-50% of open shop workers are graduates of rigorous NYS-certified apprenticeship programs.

This is not to imply that the majority of open shop work force are not highly skilled and productive. Many certainly are. We note this distinction only to postulate that a comprehensive, systematic program of workforce training and education such as the one operated by the State of New York's Department of Labor (DOL) tends to put more productive workers into the field. Likewise, DOL's on-going safety programs for workforce tend to reduce the incidence of construction job-related injuries, and lawsuits, with their negative impact on workflow and morale. In most trades, the number of hours of training required to graduate a State apprenticeship program in any trade is roughly equivalent to earning a college degree.

Perspective

Under long-established PLA protocols, shop contractors are typically allowed to bring 15% of their regular crew on to the job. Consequently, up to 85% percent of an open shop contractor's crew is new to him and those members of his core team who are permitted to work under the PLA terms. Associated Building Contractors (ABC), an open shop trade group, claims that this PLA provision is one of the top reasons open shop contractors do not bid PLA projects.

No doubt this arrangement may initially reduce the productivity of a mixed union-open shop team working together for the first time. But over time it is reasonable to assume that any initial loss of efficiency would be reduced as work proceeded and routines emerged. We estimate 30-40% of craft workers in New York construction projects, both union and open shop, are part of mixed crews and a long history of accommodating diverse working arrangements.

Based on the desire to deliver a Project with a relatively short 14 month construction period on time, we conclude that there is a benefit to employing a more highly trained and coordinated workforce under the umbrella of a Project Labor Agreement.

Basis for Potential Savings Calculations

We assign a one-quarter of one percent potential savings value (.0025) of labor cost (\$5.361m) based on higher percentage of union member participation in State worker training and safety programs

POTENTIAL SAVINGS
\$10,722

CBAs

On public works projects, all contractors, union and open shop, are required by law to pay workers Prevailing Wage rates. These rates are derived from each local trade's Collective Bargaining Agreement (CBA). CBAs for each union contains provisions governing every aspect of work, and each contains a significant number of miscellaneous clauses unique to that trade. A PLA supercedes all individual CBA schedules, conditions and terms for the duration of the project, establishing one standard which applies uniformly to all trades.

Under a PLA for this Project there is no requirement to pay travel expenses or time, subsistence allowance or other reimbursements regardless of any language in individual CBAs. Similarly, the selection of craft forepersons, and the number required, are at the discretion of contractors, and all forepersons take orders exclusively from their contractors.

CBA Continuity

Over the 14 month duration of the Project, 10 of the 14 prime trades' CBAs will expire and have to be renegotiated. See more chart below for all relevant CBA expiration dates. Not uncommonly, some CBAs may not be renewed on schedule and this can, although rarely, result in lawful work stoppages or strikes. In the event that any of the CBAs renegotiated over the duration reduce their standard work week to less than 40 hours, under the terms of a PLA the work week remains at 40 hours. Additionally, a PLA guarantees that any new provisions in renegotiated CBAs do not apply to project work if they are less favorable to than those uniformly required of contractors for such work under these Agreements.

Valuation

For the purposes of this PFS, we assign a value of one quarter of one percent (.0025)* labor cost to the CBA provisions above based on the following:

- A guarantee of workforce continuity independent of the execution of renegotiated CBAs which adds a layer of labor stability, increasing the likelihood of on-time Project delivery
- A layer of flexibility to CBA terms and conditions which provides an opportunity to better align workforce with Project needs

Exception

If an individual trade's wage rates and/or benefits are increased through a successfully renegotiated CBA at any point over a project's duration, those increases are in effect as of the date the CBA is approved by its members. Such increases are rarely material when they occur but contractors may want to factor estimated potential increases into their labor cost budget. See below for more details.

CBA EXPIRATION DATES	Carpenter	4/30/23	Operator	3/4/24
	Electrician	3/31/22	Painter	5/30/26
	Elevator	7/8/22	Plumber	5/01/23
	Glazier	4/30/23	Roofer	6/30/22
	Iron Worker	6/30/24	Sheetmetal	7/31/22
	Laborer	6/01/23	Sprinkler	3/31/25
	Mason	5/31/23	Teamster	3/31/22

Basis for Potential Savings Calculations
\$5,361 labor cost .0025% =

POTENTIAL SAVINGS
\$13,403

** Our valuation for the potential savings of the CBA provisions in the PFS was once solidly at 2%. But given the increasingly competitive nature of the construction industry over the last five years, that number has steadily decreased until it has reached the level applied to this Study.*

Uniform Standards

PLAs were designed to increase the efficiency of the construction process and include many management tools to achieve this goal. These adjustments can, in some cases, generate potential cost savings.

Work Week

Local Hudson Valley trades all have 40 hour work schedules in their CBAs but almost all have different work rules. Adopting a PLA for the Project would set a single standard time for all breaks, meals and other non-work elements of the workday regardless of the terms stated in participating trade's Collective Bargaining Agreement. Standardizing all time-related workflow facilitates greater coordination of the construction process, giving the contractor flexibility to schedule the workday to maximize productivity.

Start/End Times

Using provisions in a PLA, contractors/subcontractors are allowed to set start times between the hours of 6 a.m. and 9 a.m. and use special shift start and end times to fit the needs of the project. This gives the contractor flexibility to schedule the workday to maximize productivity.

Management Rights

Many of the participating trades' CBAs do not contain a "Management Rights" clause. Those that do are often ambiguous or fail to provide the contractor the authority and flexibility required for efficient control and management of project work.

Under a PLA, the management rights clause gives the Prime Contractor full authority to:

- Determine the number of employees to be hired and their requisite qualifications
- Promote, transfer, and layoff employees
- Discipline or discharge of employees
- Assign and schedule work
- Promulgate reasonable work rules
- Determine the requirements, timing, and number of employees for overtime work

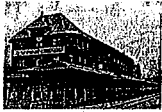
Additionally, contractors may utilize any customary, industry-recognized methods or techniques of construction and are free to initiate the use of new technology, equipment, machinery, tools and/or labor-saving devices and methods of performing work from time to time during the Project. As part of the PLA, the unions agree that they will not restrict the implementation of such new devices or work methods, place limits on worker production or restrictions on the full use of tools and equipment.

We note that all the Management Rights provisions outlined above are built into the PLA framework. They are available to contractors to utilize or not utilize in their efforts to deliver the Project on-time and on-budget.

Basis for Potential Savings Calculations

In prior PFS studies in the Hudson Valley, potential cost savings for the Uniform Standards category averaged .0025 of the labor budget, and we use this same number here. \$5.361m labor cost x .0025% =

POTENTIAL SAVINGS
\$13,402



Section Four

Economic Analysis - Cost Avoidance

Wicks Law Exemption

Summary

Under the New York State's Wicks Law enacted in 1912, a state or local government awarding a contract for the construction of a building must separately and independently bid the work for plumbing, electric wiring, and HVAC if the cost of the project exceeds the area threshold. As the current Wicks Law threshold for Orange County is \$500,000 and the Project's budget is \$10.722m, Wicks Law requirements are in play. In 2008, the NYS Legislature amended Wicks Law to provide municipal and state project owners the opportunity to avoid the mandated requirements by constructing their project under a PLA. A PLA is currently the only alternative to Wicks Law mandates.

Rationale

The most frequently cited reason why government entities seek to avoid Wicks Law requirements is to eliminate the intrinsic overlaps and redundancies in scheduling and coordinating the labor forces of the four independent prime contractors mandated by Wicks. Under a PLA, a single general construction manager is typically hired to manage all other contractors. This change in management structure creates a more efficient construction process - and potentially leads to indirect cost savings. Many authoritative Studies on the Impacts of Wicks (see examples below) have confirmed that such projects tend to increase the cost of construction projects by 10-30%. For the subject Project, we estimate a potential for a 3% reduction in labor cost as a consequence of utilizing a PLA in lieu of Wicks.

Studies

In May 1987, the New York State Division of the Budget issued a report concluding that Wicks projects were approximately 13% more expensive than comparable non-Wicks projects. In 1993, the NYC School Construction Authority issued a report concluding that Wicks projects took an average 60% more time to complete than non-Wicks projects, and increased cost by 13%. Other studies and reports had similar findings, including New York State School Boards Association (1991) and Niagara Falls School District (1996).

Advantage

A PLA would exempt this Project from Wicks mandated bidding requirements and thus give the Owner the flexibility to seek as many contractor bids, or as few, as is judged to be in the best interests of the Project.

Stipulation

We note that if a PLA is ultimately used to construct this Project, in accordance with NYS Labor Law § 222(2)(e), all contractors must demonstrate that they have participated in NYS-approved apprenticeship programs for the last three years. Further, they must provide evidence that their apprenticeship-training programs have graduated at least one journeyman in the last three years and that they have used affirmative action efforts to retain minority apprentices. The robust, state-certified union apprentice programs in Orange County fulfill all these requirements. It is estimated that between one-third and one-half of local open shop contractors meet these thresholds.

Basis for Potential Savings Calculations
3% of \$5.361m labor cost

POTENTIAL SAVINGS
\$160,830

Avoidance of Work Stoppage

Strikes, work stoppages, picketing, slowdowns or other labor actions are explicitly prohibited under a PLA by all signatory work force against any contractor or employer while performing covered work. If labor actions do occur, the PLA includes clear, mandated procedures to quickly end them, reducing the risk of costly delays. At minimum, these provisions provide the project with the assurance of labor continuity for the duration.

Labor Unrest

We discovered two incidents of labor actions in the Hudson Valley region over the last two years: leafletting at the Amazon Fulfillment Center, Orangeburg, NY and BJ's Newburgh. Neither of these actions had any impact on area construction projects or their delivery. Given these facts, and a long history of a similar behavior, there is little likelihood of any labor actions in Hudson Valley region negatively impacting the Project's construction process or its delivery.

Cost Savings

We assign no dollar value to potential cost avoidances in this category because it cannot be predicted with any certainty if, when or for what duration labor unrest might occur.



Section Five Compliance

Open Bidding

By law, PLAs must guarantee an open bidding process for all contractors, union and open shop. Section(c)(5) of New York's PLA statute specifically provides that: "Any Project Labor Agreement required by a public entity pursuant to this section shall invite all contractors to bid on the project without regard to whether the employees of such contractor are members of a labor organization . . ." Research discovered open shop participation in prior Orange County PLAs, mainly as sub-contractors. Based on anecdotal evidence, and the absence of legal actions alleging unfair bidding practices, the local BTC has a demonstrated commitment to the PLAs open bidding requirement. There is no reason to assume that open shop bidders may not have an opportunity to bid and win contracts for this Project.

Minority/Women Business Enterprise Participation

The Project is funded from multiple sources, about 30% of which is subject to New York State M/WBE participation goals: 15% Minority Business Enterprises, 15% Women Business Enterprises and 6% Service Disabled Veteran Owned Businesses. These funders are New York State Capital Assistance, DASNY (\$2m, committed) and the Environmental Protection Fund and Office of Parks, Recreation and Historic Preservation (\$750,000, pending). An additional \$4.1m in funding, subject to Federal M/WBE goals, has been committed by the CDBG CARES ACT (NYS Homes and Community Renewal).

Whatever the ultimate goals are, State and local officials confirm that Hudson Valley PLAs have a long record of good faith compliance in M/WBE and SDVOB participation. This statement is based on review of contractor and vendor participation data required on public works construction. We consider local PLAs to be in compliance because we did not discover any evidence to the contrary.

Urgency

One of the requirements of a PLA, as determined by the U.S. Congress in the 1930's, is to provide a set of construction rules which facilitate more rapid completion of urgently needed public works projects. This is still an important criteria for a valid PLA today.

Originally built between 1892-1893, the New York, Ontario & Western Middletown Train Station (Station) was a passenger train station until 1957 and has been vacant since the early

Continued next page

1990's. Today, the once thriving blocks around the Station are a low-income area where 33% of residents are below the poverty line. The subject Project is part of the City's Downtown Revitalization Initiative which has successfully created several prior Adaptive Reuse projects in the downtown area in an effort to revitalize the inner city.

The rehabilitated O&W building is scheduled to be the new home of Agri-Business Child Development (ABCD), a non-profit already operating two Head Start offices in Middletown. ABCD's plan is to utilize the first floor for their comprehensive educational, health and social services programs, and some of the second floor for office space. An outdoor play space is also planned.

One of ABCD's programs, Region II Early Head Start, currently serves 40 center-based children ages birth to 3, prenatal moms and home-based children. The other program, Migrant and Seasonal Head Start, currently serves 45 children ages 3 to 5 whose parents work in agriculture or agriculture-related businesses.

Migrant family women have been disproportionately affected by the consequences of COVID-19 and forced from the workforce back to take care of their children. Some with school age children have also had to play the role of teacher. Both of these responsibilities can be especially daunting when there is a language barrier. ABCD's programs help to fill gaps in childcare for the migrant labor community.

When fully situated in the restored Station building, the organization's childcare services will be within walking distance for 60% of their clients, many of whom do not have a car. Having access to the resources that ABCD provides is especially important for agricultural workers who have been designated as essential workers throughout the pandemic.

The subject Project addresses many urgent social, economic and medical needs in an underserved population in Middletown. The use of a PLA to streamline the Project's construction process and facilitate on-time completion is therefore both warranted and justified.



Section Six

Conclusion

Conclusion

After conducting a PLA Feasibility Study for the Middletown Railroad Station Rehabilitation Project, Arace concludes that using a Project Labor Agreement may be of material benefit to the Project Owner.

A PLA provides several important layers of labor stability, potentially increasing construction efficiency while mitigating the risk of accidents and injuries on the job site.

Review of prior concessions granted on Orange County PLAs indicates precedent for \$294,478 in potential savings on labor cost* (5.4%) for this Project. See the Economic Summary below for more details.

Arace recommends a PLA for this Project.

ECONOMIC SUMMARY POTENTIAL COST SAVINGS

Direct Cost Savings	Apprentice	52,272
	Shift Work	6,653
	Saturday Make-Ups	7,725
	Overtime	23,589
	Holidays	19,285
Indirect Cost Savings	Labor Productivity	10,722
	CBAs	8,805
	Uniform Standards	13,403
Indirect Cost Savings	Wicks Avoidance	160,830
TOTAL POTENTIAL SAVINGS		\$ 294,478

**Potential cost savings cited in this Study are intended only as indicators of what might be achieved based on verifiable concessions granted by local unions on prior area PLAs. The goal of the Study is to take a pre-bid 'snap shot' of key labor metrics in the Project's proposed work plan as a basis for rendering an assessment on whether a PLA would be beneficial to the Client's purpose.*

A PFS is not designed to quantify longer term market, labor or financial conditions which may impact labor force during the construction process. Neither can it predict the material effects a General Contractor's management choices may have on a project's construction efficiency or the productivity of its labor force.



Section Seven

Appendix

PLA BACKGROUNDER

Project Labor Agreements (PLAs) are single-site craft labor agreements, unique to the construction industry, which have the potential to facilitate timely, cost-effective construction. Under a PLA, concessions off the individual trades' Collective Bargaining Agreements (CBAs) may be negotiated on work rules and schedules, over time, shift differentials, apprentice labor and the like.

Enabling Legislation

PLAs were created by the U.S. Congress in the 1930's. In February 2009, President Barack Obama issued Executive Order 13502 encouraging federal agencies to require PLAs on federal and federally-funded construction projects over \$25m. E.O. 13502 is still in effect under President Biden.

NYS Executive Order No. 49

On February 12, 1997, then-Governor George Pataki promulgated Executive Order No. 49 'Project Labor Agreements' validating PLAs as one of many tools that may be used in the construction process by management and labor to achieve the goals of timeliness, cost-effectiveness, fairness, equity and conformity to the law. It was continued by Governors Spitzer, Paterson and Cuomo through Executive Orders No. 5 (2007), No. 9 (2008) and No. 2 (2011) respectively. It sets forth the policies and procedures to be followed by state agencies in determining whether a PLA should be utilized and, if so, the interaction between Article 8 of the Labor Law and the PLA. E.O. No. 49 has been often cited with approval by the New York Courts.

New York Labor Law, Section 222

In 2008 the New York State Legislature codified the guidelines set forth in E.O. 49 and by the Court of Appeals by enactment of New York Labor Law, Section 222, Project Labor Agreements. Section 222 defines a PLA and provides that any state agency or department may require a contractor awarded a contract for a project to enter into a PLA during or for work involved when the agency or department determines that its interest in obtaining the best work at the lowest possible price while facilitating timely completion.

Examples of PLAs in Orange County

Newburgh Enlarged City School District Capital Project
Stewart Airport—National Express (four projects)
Home Depot Distribution Center
NYS Thruway/Stewart Interchange

See next page for a full inventory of Hudson Valley PLAs.

PLAs in Metro NYC

PLAs have been used extensively in construction of publicly financed bridges and roadways, office complexes, airports, highways and transit systems in the Metropolitan area. Current projects include LaGuardia and Kennedy airports. Completed projects include both the new and original Tappan Zee Bridge and World Trade Towers. To date, more than 300 PLAs have been completed in the New York City metropolitan area.

PLAs in the U.S.A.

PLAs have been utilized in all 50 states and in the District of Columbia. They have been upheld by appellate courts in every state in which they have been challenged and at the federal level. In February 2001, President Bush signed an Executive Order banning the use of PLAs on all federally funded projects, effectively precluding PLAs on major highway and bridge projects nationwide for eight years. In February 2009, President Obama signed E.O. No. 13502 rescinding the Bush Executive Order and promoting the use of PLAs on major capital projects (\$25m+) where a PLA will enhance economy and efficiency. The same rules continue under President Biden's administration without amendment.

COMPLETED PLAS HUDSON VALLEY

Vails Gate Firehouse
 Poughkeepsie City School District Capital Project
 Newburgh Enlarged School District Capital Project
 Rockland Sewer District No. 1 Main Pump Station Upgrade
 Materials Recovery Facility, Rockland Green
 Cooper Lake Dam
 CPV Energy Center
 Resorts World Casino
 Woodbury Commons
 Kingston Schools
 Ulster County Bundled Bridges
 Ulster Family Court House
 Narrowsburgh PA/NY Bridge
 Sullivan County Jail
 NY 17 Inlay
 Sullivan County Infirmery
 Sullivan County Courthouse
 Super K-Mart Sullivan Plaza
 Mount Alverno Health Care Facility
 Stewart Airport—National Express (four projects)
 Stewart Airport—First Columbia (several projects)
 Home Depot Distribution Center
 Newburgh School District Phases One and Two
 NYS Thruway/Stewart Interchange
 Kingston City Hall
 GAP Distribution Warehouse (Phase 1)
 GAP Distribution Warehouse (Phase 2)
 Concord Hotel Reconstruction, Phase 1 (current)
 Mario M. Cuomo Bridge Renovation
 Palisades Center Mall
 Rockland County Courthouse
 Rockland County Correctional Facility

Letchworth Village
 Stop and Shop Rockland County
 Dominican College
 Putnam Hospital
 East Ramapo School
 North Rockland Schools
 Home Depot Nanuet
 Empire Resorts — Monticello Raceway Marlboro Central Schools
 Harriman Commons
 IBM 323 Annex
 Harriman Waste Water Treatment Plant
 Ulster County Law Enforcement Facility
 St. Luke's Hospital Parking Garage
 Sullivan County Emergency 911 Center
 Newburgh City Court House
 Mt. St. Mary's Aquinas Hall
 Fishkill Rombout Waste Water Treatment Plant
 Rockland County Community College
 Kingston Court House and Police headquarters
 Kaplan Hall (SUNY Orange)
 HEAL Grant Renovations, St. Luke's Newburgh
 Sullivan County Materials Recovery Facility
 911 Building Orange County
 Various Projects St. Luke's /Cornwall Hospital
 Re-decking Newburgh-Beacon Bridge, North and South Spans
 Orange County Court House
 Shops @ Nanuet Mall
 SUNY New Paltz Science Building
 Orange County Board of Elections Building
 SUNY Orange, Middletown, Phases 1,2 and 3

PREVAILING WAGE RATES, ORANGE COUNTY, NY (DECEMBER 2021)

Union	Classification	Hourly	Benefits	Overtime Rate
Laborer	Heavy & Highway	\$43.30	\$31.53	Time and one half of the hourly rate after 8 hours per day, Time and one half of the hourly rate on Saturday, Double the hourly rate on Sundays and Holidays. Benefits on paid holiday at straight time
Painter		\$37.59	\$24.79	Time and one half of the hourly rate after 8 hours per day, Time and one half of the hourly rate on Saturday, Double the hourly rate on Sunday and Holidays, Saturday may be used as a make-up day at straight time when a day is lost during the week due to inclement weather
Roofer		\$52.25	\$28.62	Time and one half of the hourly rate after 8 hours per day, Time and one half of the hourly rate on Saturday, Sunday and Holidays
Electrician	Wireman/ Technician	\$47.00	\$34.04	Time and one half of the hourly rate after 8 hours per day, Time and one half of the hourly rate on Saturday, Double the hourly rate on Sunday and Holidays
Mason	Heavy & Highway	\$45.39	\$35.49	Time and one half of the hourly rate after 8 hours per day, Double the hourly rate on Saturday, Sunday and Holidays, Time and one half for benefits on all overtime hours
Sprinkler Fitter		\$47.19	\$28.09	Time and one half of the hourly rate after 8 hours per day, Time and one half of the hourly rate on Saturday, Double the hourly rate on Sunday and Holidays
Plumber		\$47.45	\$42.32	Time and one half of the hourly rate after 8 hours per day Double the hourly rate on Saturday, Sunday and Holidays, including benefits at same premium as shown for overtime
Iron Worker		\$52.51	\$40.90	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours, Double the hourly rate on Sunday and Holidays, including benefits at same premium as shown for overtime
Operator	Heavy & Highway	\$59.68	\$32.45	Time and one half of the hourly rate after 8 hours per day, Time and one half of the hourly rate on Saturday, Saturday may be used as a make-up day at straight time when a day is lost during the week due to inclement weather. Double the hourly rate on Sunday and Holidays
Teamster	Heavy & Highway	\$33.50	\$42.16	Time and one half of the hourly rate after 8 hours per day, Time and one half of the hourly rate on Saturday, Double the hourly rate on Sunday and Holidays
Glazier		\$59.10	\$36.79	Time and one half of the hourly rate after 8 hours per day, Time and one half of the hourly rate on Saturday, Sunday and Holidays, including benefits at same premium as shown for overtime
Elevator		\$64.63	\$36.88	Time and one half of the hourly rate after 8 hours per day, Time and one half of the hourly rate on Saturday, Sunday and Holidays, including benefits at same premium as shown for overtime
Carpenter	Heavy & Highway	\$39.04	\$28.81	Time and one half of the hourly rate after 8 hours per day, Time and one half of the hourly rate on Saturday, Double the hourly rate on Sunday and Holidays

Payroll burden on hourly wages of \$48.29 per hour X 33% = \$15.94 + \$ 83.08 hourly + benefits = \$99.02 per hour

UNION HOLIDAY ANALYSIS, ORANGE COUNTY, NY (DECEMBER 2021)

Union	CBA Holidays	CBA Overtime	Prevailing Wage Holidays
Carpenter	Heavy/Highway	New Year's, Thanksgiving, Christmas, Memorial Day, July 4 th , Labor Day, Presidents Day	New Year's, Thanksgiving, Christmas, Memorial Day, July 4 th , Labor Day, Presidents Day
Laborer	Heavy/Highway	New Year's, Thanksgiving, Christmas, Memorial Day, July 4 th , Labor Day, Veterans Day, Presidents Day	New Year's, Thanksgiving, Christmas, Memorial Day, July 4 th , Labor Day, Veterans Day, Presidents Day
Painter		None	New Year's, Thanksgiving, Christmas, Memorial Day, July 4 th , Labor Day
Roofer		None	New Year's, Thanksgiving, Christmas, Memorial Day, July 4 th , Labor Day
Electrician	Wireman/Technician	None	New Year's, Memorial Day and July 4th Labor Day, Thanksgiving, Christmas, Presidential Election Day, Veterans Day, Presidents Day, day after Thanksgiving
Mason	Heavy/Highway	New Year's, Thanksgiving, Christmas, Memorial Day, July 4 th , Labor Day, Veterans Day, Presidents Day	New Year's, Thanksgiving, Christmas, Memorial Day, July 4 th , Labor Day, Veterans Day, Presidents Day
Sprinkler Fitter		None	New Year's, Thanksgiving, Christmas, Memorial Day, July 4 th , Labor Day
Plumber		None	New Year's, Thanksgiving, Christmas, Memorial Day, July 4 th , Labor Day, Veterans Day, day after Thanksgiving
Iron Worker		None	New Year's, Thanksgiving, Christmas, Memorial Day, July 4 th , Labor Day, day after Thanksgiving
Operating Engineer		New Year's, Thanksgiving, Christmas, Memorial Day, July 4 th , Labor Day, Washington's Birthday, Veterans Day, Presidential Election Day	New Year's, Thanksgiving, Christmas, Memorial Day, July 4 th , Labor Day, Washington's Birthday, Veterans Day, Presidential Election Day
Sheetmetal		None	New Year's, Thanksgiving, Christmas, Memorial Day, July 4 th , Labor Day, Good Friday, Veterans Day, day after Thanksgiving, day before Christmas.
Teamster	Heavy/Highway	New Year's, Thanksgiving, Christmas, Memorial Day, July 4 th , Labor Day, Veterans Day, President's Day	New Year's, Thanksgiving, Christmas, Memorial Day, July 4 th , Labor Day, Veterans Day, President's Day
Glazier		None	New Year's, Thanksgiving, Christmas, Memorial Day, July 4 th , Labor Day, day after Thanksgiving, President's Day
Elevator		New Year's, Thanksgiving, Christmas, Memorial Day, July 4th, Labor Day, Veterans Day, day after Thanksgiving	New Year's, Thanksgiving, Christmas, Memorial Day, July 4th, Labor Day, Veterans Day, day after Thanksgiving

* Paid holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed. Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 03.15.22

Index No: 59-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
-------	------	------	---------	--------

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

WHEREAS, Carmine Amelio has filed a bankruptcy petition in the State of Florida which involves several Middletown properties, and

WHEREAS, it is necessary to immediately hire Florida bankruptcy counsel to litigate this matter on behalf of the City in the Florida bankruptcy court.

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Mayor and Corporation Counsel to sign a retainer and other documents necessary to retain counsel and litigate this bankruptcy proceeding in the State of Florida.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 03.15.22

Index No: 60-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign a Contract of Sale and any other pertinent documents for the purchase of a property located at 54 Kohler Road and Highway 24 in the amount of \$608,000.

Funding for this purchase is from the Watershed Protection Grant Funds.

CONTRACT OF SALE

DATE

CONTRACT OF SALE made as of the day of March, 2022

PARTIES BETWEEN

TIJERAS RIDGE LLC

Address: 815 Guymard Turnpike, Otisville, New York 10963
hereinafter called "SELLER" who agrees to sell, and

CITY OF MIDDLETOWN

Address: 16 James Street, Middletown, New York 10940
hereinafter called "PURCHASER", who agrees to buy

The property located at **54 Kohler Road and County Highway 24, Town of Mount Hope**, New York, including all buildings and improvements, if any, thereon and consisting of **approximately 128 acres** (the "PREMISES") (more fully described on a separate page marked "Exhibit A") and also identified on the Tax Map of the Town of Mount Hope, County of Orange, New York as: **Section 16, Block 1, Lots 35 and 71.1.**

PURCHASE PRICE

1. The purchase price is **\$4,750 per acre, \$608,000.00** payable as follows:

(A) On signing of this Contract, by check in the amount of **\$30,400.00** subject to collection, the non-payment of which shall give SELLER the right to declare this Contract null and void and to pursue all remedies against PURCHASER on said check or as otherwise permitted by law.

The downpayment check shall be made payable to William Onofry, Esq., as attorney for SELLER, (to be held in escrow in non-interest bearing status by the Escrow Agent as hereinafter provided).

(B) **Balance at Closing:** By **certified or bank check** made payable to the SELLER named above in the amount of **\$577,600.00**. Not more than \$1,000.00 shall be paid at Closing other than by certified or bank check.

SUBJECT TO PROVISIONS:

2. The PREMISES are to be transferred subject to:

a. All present and future building, zoning and other restrictions, regulations, laws, ordinances, resolutions and orders of any State, municipal or other governmental authorities having jurisdiction over the PREMISES or the use or improvement thereof.

b. The rights of utility companies, if any, to install, maintain and operate lines, poles, pipes, distribution boxes, and other equipment and installations over, under or along the street next to the PREMISES or the part of the PREMISES next to the street, or running to improvements on the PREMISES.

c. Encroachments and projections of walls, foundations, trim, fences or other improvements, installations or appurtenances onto the PREMISES or from the PREMISES onto adjoining property; variations between record lines and any tax map; and consents for the erection and maintenance of any structures on, under or above any streets or roads adjoining the PREMISES.

d. Such state of facts as an accurate survey may reveal.

e. Real estate taxes and water and sewer charges, subject to adjustment as hereinafter provided.

f. 480-a enrollment, and all obligations associated therewith, which shall run with the land. SELLER and PURCHASER agree that in the event rollback shall result, the parties shall be responsible for one-half (1/2) of the actual tax imposed. This paragraph shall survive Closing.

TITLE COMPANY APPROVAL:

3. PURCHASER agrees to promptly apply for and procure a title insurance commitment from, and to cause title to the PREMISES to be searched and examined by a duly licensed and reputable title insurance company (the "title company"). PURCHASER agrees to promptly deliver to SELLER'S attorney, a copy of the title company's title report or commitment, and any tax search, departmental searches, survey and survey reading. PURCHASER shall **promptly notify** SELLER'S attorney of any objections disclosed by the title and municipal searches. The failure by PURCHASER to so notify SELLER'S attorney within a reasonable time prior to Closing shall constitute a waiver by PURCHASER of any and all objections and defects in SELLER'S title that would have

been disclosed by such prompt notification. PURCHASER shall pay all expenses for examination of title, the premium for any title insurance policy, and all other title, survey or other expenses incurred in connection with this Contract or the Closing.

4. SELLER shall have the right to attempt to remedy any defects in title, and shall be entitled to reasonable adjournments of the Closing for such purpose. PURCHASER shall accept such title as the title company will insure in accordance with its standard form of title policy, subject only to the matters provided for in this Contract and such other exceptions as the title company, without special premium to PURCHASER, will omit as exceptions to coverage or will except with insurance against collection out of or enforcement against the PREMISES.

CLOSING DEFINED AND FORM OF DEED:

5. "Closing" means the settlement of the obligations of SELLER and PURCHASER to each other under this Contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a Bargain and Sale Deed with Covenant Against Grantor's Acts in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law. The deed must also contain the language required by the State of New York for WQIP Land Acquisition Projects For Source Water Protection, the grant program encompassing this transaction.

CLOSING DATE AND PLACE:

6. Closing will take place at the office of PURCHASER'S attorney on or about **June 30, 2022.**

STREETS AND ASSIGNMENT OF UNPAID AWARDS:

7. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street of highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at Closing, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

BROKERS:

8. PURCHASER represents and warrants that it has not dealt with any broker in connection with this sale, except Rand Commercial. PURCHASER agrees to indemnify and hold SELLER harmless from and against all liabilities, claims, damages or expenses, including attorneys fees, pertaining to any broker with whom PURCHASER has dealt. PURCHASER shall be solely responsible for compensation due and owing Rand Commercial. This provision shall survive Closing for a period of one (1) year.

APPORTIONMENTS:

9. The following are to be apportioned as of midnight of the day before CLOSING.

- (a) Rents as and when collected.
- (b) Premiums on existing transferable insurance policies and renewals of those expiring prior to Closing.
- (c) Real estate taxes, water charges and sewer rents, if any, on the basis of the lien period for which assessed.
- (d) Gas and oil, if applicable.

10. If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation; however, adjustment will be made when the actual tax amount is determined. This provision shall survive the Closing.

11. Any errors or omissions in computing apportionments at Closing shall be corrected. This provision shall survive Closing.

ALLOWANCE FOR UNPAID TAXES, ETC.:

12. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five (5) business days after Closing, provided that official bills therefor computed to said date are produced at Closing.

USE OF PURCHASE PRICE TO PAY ENCUMBRANCES:

13. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at Closing, SELLER may use any portion of the balance of the purchase price

to discharge it. As an alternative SELLER may deposit money with the title insurance company employed by PURCHASER and required by it to assure its discharge; but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made with a reasonable time before Closing, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

AFFIDAVIT AS TO JUDGMENTS, BANKRUPTCIES, ETC.:

14. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at Closing showing that they are not against SELLER.

DEED TRANSFER AND RECORDING TAXES:

15. At Closing, SELLER shall deliver a check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return.

SELLERS' INABILITY TO CONVEY AND LIMITATION OF LIABILITY:

16. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this Contract, without interest, plus all charges made for:

- (a) examining the title,
 - (b) any appropriate additional searches made in accordance with this Contract,
- and
- (c) survey and survey inspection charges.

17. Upon such refund and payment this Contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other. SELLER'S total liability for all of these items, **shall not exceed \$350.00**, in addition to refund of the downpayment.

CONDITION OF PROPERTY:

18. PURCHASER has inspected the PREMISES and is thoroughly acquainted with its condition. PURCHASER agrees to purchase the PREMISES "as is" and in its present

condition subject to reasonable use, wear, tear, and natural deterioration between now and Closing. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect the PREMISES before Closing.

19. PURCHASER acknowledges that neither SELLER nor any representative or agent of SELLER have made any representation or warranty as to the physical condition, state of repair, expenses or operation of the PREMISES or any matter or thing affecting or relating to the PREMISES or this Contract, except as specifically set forth herein. SELLER shall not be liable or bound in any manner by any oral or written statement, representation, agreement or information relating to the PREMISES or this Contract furnished by any real estate broker, agent or other person, unless specifically set forth herein. The SELLER is not required to provide a **Real Property Condition Disclosure Statement**.

20. SELLER represents that it has no actual notice of any municipal violations, and SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters. SELLER shall correct any municipal violations prior to Closing; however, if the cost of such corrections exceeds \$1,000.00, the SELLER may opt not to correct, and either of the parties may choose to terminate this Contract with the downpayment returned in full to the PURCHASER.

21. DELETED.

22. PURCHASER shall have access to the PREMISES within **48 hours prior to Closing** or taking of possession in order to ascertain the condition of the PREMISES.

ESCROW CONDITIONS:

23. William Onofry, Esq., is hereby designated as Escrow Agent in this transaction and he shall hold the downpayment in accordance with this Contract. The Escrow Agent may at any time deposit the downpayment with a court of competent jurisdiction, and upon notice to SELLER and PURCHASER of such deposit the Escrow Agent shall have no further responsibility or liability hereunder. The Escrow Agent is hereby authorized and directed to deliver the downpayment to SELLER if, as and when title closes.

24. SELLER and PURCHASER acknowledge that the Escrow Agent is merely a stakeholder, and that the Escrow Agent shall not be liable for any act or omission unless taken or suffered in bad faith, in willful disregard of this contract or involving gross negligence. The Escrow Agent shall not be required to invest the downpayment in an interest bearing account or other income producing investment.

LIQUIDATED DAMAGES:

25. If PURCHASER willfully defaults under this Contract, SELLER shall be entitled to declare this Contract null and void and to receive from the Escrow Agent and to retain all sums paid by PURCHASER hereunder as liquidated damages, whereupon this Contract shall terminate and neither party shall have any further claim against the other. If SELLER willfully defaults under this Contract, PURCHASER shall be entitled to all remedies provided by law, including specific performance.

ASSIGNMENT:

26. PURCHASER may not assign this Contract without the prior written consent of the SELLER. Any attempted assignment without such consent shall be null and void.

INCORPORATION OF DEC STANDARD CLAUSES

27. The parties hereto agree to be bound by the Standard Clauses for all New York State Department of Environmental Conservation Contracts, a copy of which is annexed hereto and incorporated fully as if set forth in its entirety herein.

APPRAISALS

28. This Contract is conditioned upon PURCHASER obtaining two (2) independent appraisals which confirm that the value of the subject Premises is not less than the purchase price set forth herein. Such appraisals must be procured, written and certified in compliance with the New York State Department of Environmental Conservation Standards for Real Property Appraisals, a copy of which is annexed hereto and incorporated fully as if set forth in its entirety herein.

SURVEYS, MAPS AND SUMMARY OF PROPERTY CONDITIONS

29. Prior to Closing, SELLER agrees to provide the New York State Department of Environmental Conservation ("DEC") with all existing surveys, maps, and property condition descriptions/summaries in SELLER's possession, required by the WQIP Land Acquisition grant program which encompasses this transaction; a copy of these requirements is annexed hereto and incorporated fully as if set forth in its entirety herein. In the event the DEC requires a new survey and description, SELLER shall be responsible for the payment of same.

DEC FINAL APPROVAL

30. This Contract is conditioned upon final Department of Environmental Conservation approval for PURCHASER to be fully reimbursed pursuant to the WQIP Land Acquisition grant program which encompasses this transaction.

COMMON COUNCIL APPROVAL

31. This Contract is conditioned upon approval by the City of Middletown Common Council.

ENTIRE AGREEMENT:

32. All prior understandings and agreements between SELLER and PURCHASER are merged in this Contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that is not set forth in this Contract.

CHANGES MUST BE IN WRITING

33. This Contract may not be changed or cancelled except in writing. The Contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this Contract.

SURVIVAL:

34. None of the representations, warranties, covenants, or other obligations of SELLER hereunder shall survive the Closing, except as expressly provided herein. Acceptance of the deed by PURCHASER shall be deemed full and complete performance and discharge of every agreement and obligation of SELLER hereunder, except those, if any, which expressly are stated herein to survive the Closing, and then such survival shall be only for a period of one year.

SINGULAR ALSO MEANS PLURAL:

35. Any singular word or term herein shall also be read as in the plural whenever the sense of this Contract may require it.

BINDING EFFECT:

36. This Contract shall not be considered an offer or an acceptance of an offer by SELLER and shall not be binding upon SELLER until executed and delivered by both SELLER and PURCHASER. Upon such execution and delivery, this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

1031 EXCHANGE:

37. PURCHASER is aware and acknowledges that SELLER intends to perform an IRC Section 1031 tax deferred exchange. SELLER requests PURCHASER's cooperation in such an exchange and agrees to hold PURCHASER harmless from any and all claims, costs, liabilities, or delays in time resulting from such an exchange. PURCHASER agrees to an assignment of this contract by the SELLER.

IN WITNESS WHEREOF, SELLER AND PURCHASER have duly executed this Contract on the date first above written.

TIJERAS RIDGE LLC

CITY OF MIDDLETOWN

By:

By:

J. Levi Browde, Member

Joseph DeStefano, Mayor

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 03.15.22

Index No: 61-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
-------	------	------	---------	--------

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

WHEREAS, the Corporation Counsel has recommended an updating of the penalty provisions of Article I of Chapter 416.

NOW THEREFORE BE IT Resolved, and be it Ordained, by the Common Council of the City of Middletown, New York, as follows:

Section 1 - The Code of the City of Middletown, N.Y., Chapter 416, Streets and Sidewalks, be and is hereby amended by replacing Article I (General Regulations) to read as follows:

Article I. General Regulations.

§ 416-1. Vehicles on sidewalks.

No person shall drive, back or in any manner place any motorized vehicle and/or trailer and dumpster upon any of the sidewalks of said City, except to cross the same to enter a yard or lot.

§ 416-2. Obstructing and encumbering streets.

No person or persons shall encumber or obstruct any street, road or highway in said City with any motor vehicles, sleigh, sled, wagon, cart, carriage, timber, boards, plank, lumber, bones, barrels, hogsheads, firewood, staves, manure, rubbish, lime, brick or any other material or things, except as provided in **Sections 416-3 and 416-4.**

§ 416-2.1. Repair, maintenance or cleaning of motor vehicles in City streets prohibited.

The repair, maintenance or cleaning of motor vehicles in City streets is prohibited, unless specifically authorized by the Commissioner of Public Works.

§ 416-3. Building materials in streets.

The Commissioner of the Department of Public Works may, in his or her sole discretion, grant to any person permission to place any building materials in any of the streets of the City; such permission, however, shall not be for a longer period than six months nor authorize the obstruction of any of the sidewalks or crosswalks or gutters nor more than 1/3 of the carriageway of the street opposite the lot or place where such building is proposed to be erected. Any such permission may be revoked by the Commissioner at any time.

§ 416-4. Removal of building materials from streets.

Every person to whom permission may be granted, pursuant to Section 416.3, shall cause all the timber, building materials or rubbish arising therefrom to be removed from the street by the expiration of the time limited in such permission, or the revocation thereof.

§ 416-5. Cellarways to be guarded.

The owner of every building having a stairway or cellarway projecting into any street in the City shall guard the same at all times with good and sufficient railing.

§ 416-6. Fences, buildings, permanent structures not to encroach.

No person may erect or cause to be erected any fence, building or other permanent structure on his/her premises in the City which shall in any manner encroach upon the boundaries of any street thereof.

§ 416-7. Structures prohibited on sidewalks.

No awning, shed or structure of any kind, nor any awning frame or post, shall be erected over any of the sidewalks of the City.

§ 416-8. Penalties.

Any person who violates any of the provision of this Article or any person who owns or controls property upon which such violation occurs shall, upon conviction, be guilty of an offense punishable by a fine of not less than \$150 nor more than \$1,000 or by imprisonment for a period not exceeding 15 days, or by both such fine and imprisonment. Each day that a violation is permitted to exist shall constitute a separate offense. The term "person," as used in this Article, shall include the owner, property manager as defined in Chapter 296 of the City Code, occupant, mortgagee, vendee in possession, assignee of rents, receiver, executor, trustee, lessee, agent, or any other person, firm or corporation directly or indirectly in control of a premises or part thereof.

Section 2 - This resolution and ordinance shall take effect immediately

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 03.15.22

Index No: 62-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED, that the Common Council of the City of Middletown hereby authorizes the Commissioner of Public Works, and/or his designee, and the Chief of Police, and/or his designee, to close any and all streets and intersections as per the attached route necessary and at their discretion, for the YMCA Annual Ruthie Dino Marshall Run on Sunday, June 12, 2022, beginning at 8:00 a.m. and lasting until such time as it is no longer needed.



**FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

March 3, 2022

Dear Mayor DeStefano,

The YMCA of Middletown is preparing for its Annual Ruthie Dino-Marshall Run to be held on Sunday, June 12, 2022. As a result of the usage of city streets for the event, this correspondence serves as a request for a City Permit for this year's run. The race requires the roads to be closed from 7:00am and reopening gradually as the last runner/walker passes. The one exception would be Cantrell Ave. at the side of the YMCA - this street would need to be closed early for timer set up and would be the last to reopen at 10:30am as it is the site of the finish line and our kids dash.

Some adjustments will be made based on future easing or tightening of COVID-19 restrictions which will be readily communicated.

Enclosed is the map of the race course which remains the same course as the previous years.

I understand this request will be brought in front of the Middletown City Council for approval. Please let us know if there is anything further you will need from the YMCA to expedite issuing the permit.

On behalf of the Board of Directors of the YMCA of Middletown, George Marshall, and I thank you so much for your assistance.

Sincerely Yours,

George Marshall
Race Director

Kelly Patterson
YMCA Wellness Director

RECEIVED

MAR 09 2022

**City Clerk
City of Middletown**

YMCA OF MIDDLETOWN
Association Headquarters
81 Highland Avenue
Middletown, NY 10940
P 845 344 9622 F 845 343 1484
www.middletownymca.org

SOUTH ORANGE FAMILY YMCA
45 Gilbert Street Extension
Monroe NY 10950
P 845 782 9622 F 845 782 2003

YMCA OF SULLIVAN COUNTY
98 Wild Turnpike
Rock Hill, NY 12775

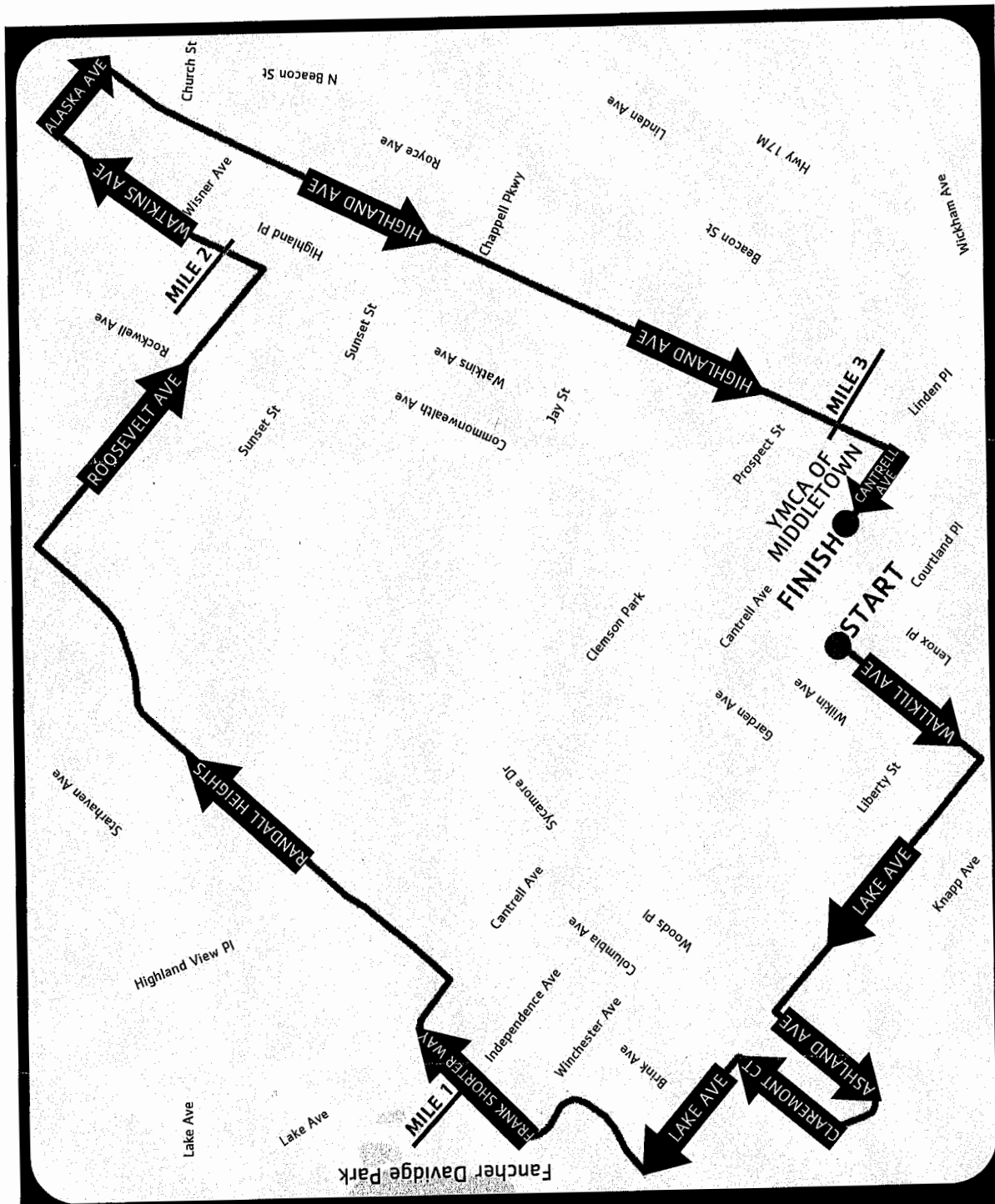


Ruthie Dino-Marshall 5K—Course Map

YMCA OF MIDDLETOWN

COURSE DIRECTIONS

Start on Walkill Ave
 Turn right on to Lake Ave
 Turn left on to Ashland Ave, which becomes Claremont Ct
 Turn left on to Lake Ave
 Turn right on to Frank Shorter Way (passing Fancher Davidge Park on your left)
 Turn left on to Randall Heights
 Turn right on to Roosevelt Ave
 Turn left on to Watkins Ave
 Turn right on Alaska Ave
 Turn right on Highland Ave
 Turn right on Cantrell Ave
 Finish across from YMCA



**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____
Sec'd by Ald. _____
Date of Adoption 03.15.22

Index No: 63-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

WHEREAS, the Common Council has been presented with a proposal to rezone 1 lot at 44-48 East Avenue from DMU Downtown Mixed Use district to the R-2 two family residential district, and

WHEREAS, the lot is described on the City of Middletown Tax Map as Section 35, Block 5, Lot 24, and

WHEREAS, this lot is presently in the DMU district, but is contiguous to the R-2 zoning district, and

WHEREAS, the proposed rezoning constitutes an Unlisted Action pursuant to the State Environmental Quality Review Act ("SEQRA") regulations, and

WHEREAS, the Common Council is the only involved agency under SEQRA for this rezoning request, and therefore would be the Lead Agency for the SEQRA review of this action.

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby declares itself Lead Agency with respect to this rezoning request pursuant to 6 NYCRR § 617.6(b)(1), and be it

FURTHER RESOLVED that the Common Council authorizes the Clerk of the Council to schedule a public hearing on this application in accordance with the provisions of Section 475-51(B)-(D) of the Zoning Code.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 03.15.22

Index No: 64-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

WHEREAS, the Mayor and Corporation Counsel are proposing changes to the definition of retail business in the DMU Downtown Mixed Use district.

NOW, THEREFORE, BE IT RESOLVED that the Common Council authorizes the Clerk of the Council to schedule a public hearing on this proposal in accordance with the provisions of Section 475-51(B)–(D) of the Zoning Code.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald.

Date of Adoption 03.15.22

Index No: Local Law # 3 of 2022

NAMES	AYES	NOES	ABSTAIN	ABSENT
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Ald. Tobin				
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TOTAL				

LOCAL LAW #3 OF 2022

**A LOCAL LAW UPDATING THE NOTICE PROVISIONS IN THE ENFORCEMENT
OF DELINQUENT PROPERTY TAXES**

**BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF
MIDDLETOWN AS FOLLOWS:**

Section 1. Purpose of this Enactment.

The purpose of this enactment is to update the notice provisions in the City Charter provisions for enforcement of delinquent property taxes.

Section 2. Section 81 of the Charter of the City of Middletown, Sale of unpaid tax liens, is hereby amended to replace Paragraph 2 thereof, to read in its entirety as follows:

2. Notice of sale. A printed notice of the time and place of the sale containing a description of the property encumbered by the lien to be sold shall be posted in Middletown City Hall at least thirty (30) days before the date fixed for the sale. A copy of the notice shall be served at least thirty (30) days before the date fixed for the sale by

personal delivery or by registered or certified mail, return receipt requested, and by regular mail upon the property owner and any mortgagee, lessee, lienholder or assignee of either whose mortgage, lease, lien or assignment shall have been previously recorded in the Office of the Clerk of the County of Orange. A copy of the notice shall be published once per week for three (3) successive weeks in the official newspaper of the City, the last such notice being published at least seven (7) days prior to the date fixed for the sale. An omission to give any notice required herein, or the defacing or removal of a posted notice, does not affect the title of a purchaser without notice of the omission or offense.

Section 3. Section 81-a of the Charter of the City of Middletown, Bulk sales for unpaid tax liens, is hereby amended to replace Paragraph 8 thereof, to read in its entirety as follows:

8. Notice of bulk sale. A printed notice of the time and place of the sale containing a description of the property to be sold shall be posted in Middletown City Hall at least thirty (30) days before the date fixed for the sale. A copy of the notice shall be served at least thirty (30) days before the date fixed for the sale by personal delivery or by registered or certified mail, return receipt requested, and by regular mail upon the property owner and any mortgagee, lessee, lienholder or assignee of either whose mortgage, lease, lien or assignment shall have been previously recorded in the Office of the Clerk of the County of Orange. A copy of the notice shall be published once per week for three (3) successive weeks in the official newspaper of the City, the last such notice being published at least seven (7) days prior to the date fixed for the sale. An omission to give any notice required herein, or the defacing or removal of a posted notice, does not affect the title of a purchaser without notice of the omission or offense.

Section 4. Section 83 of the Charter of the City of Middletown, Redemption, is hereby amended to replace Paragraph 2 thereof, to read in its entirety as follows:

2. Real property subject to a delinquent tax lien may be redeemed by payment to the Treasurer, on or before the expiration of the redemption period, of the amount paid by the purchaser of the lien or liens, and all other sums which the purchaser may have paid for taxes or assessments on said real estate; together with the interest thereon from the time such payments were made, at the rate of fifteen per centum a year, and the actual and necessary expenses the purchaser or City may have incurred in the service of the notices provided for in this title; and on such payments being made the title acquired by such sale shall cease. Any person having any right, title or interest in, or lien upon, any such property may redeem such property in the manner provided herein. In case such payment is made by the owner of said real estate, then, and in that event, all mortgages, judgments, decrees or claims which were a lien on said real estate at the time the tax or assessment for which the sale has been made, became a lien thereon, shall be and remain liens upon said real estate, anything hereinbefore contained to the contrary notwithstanding. Upon such payment being made by any such person so entitled to redeem any real estate, the sale of the lien so redeemed, and the certificates of such sale

shall be null and void, and the person so redeeming shall be entitled to have such certificate canceled of record.

Section 5. Section 93 of the Charter of the City of Middletown, Conveyance of title, is hereby amended to read in its entirety as follows:

§ 93. Conveyance of title.

1. No owner whose deed, or in case he or she holds such property by descent or device, the deed of his or her ancestor or devisor, shall have been duly recorded in the office of the clerk of the County of Orange, before the sale of any lien for any tax or assessment, and no mortgagee, lessee, lienholder or assignee of either, whose mortgage, lease, lien or assignment shall have been so recorded, shall be divested of all rights in such property, by reason of an unpaid lien or tax sale conducted pursuant to this title, unless ninety (90) days notice in writing of such conveyance, shall have been given by the City or the purchaser of the lien or those claiming under him or her, to such owner, mortgagee, lessee or assignee, by depositing such notice in the post office of said City, by certified mail return receipt requested and by regular mail, directed to the owner, mortgagee, or lessee or assignee at his or her place of residence as stated in the deed, lease, mortgage or assignment of such mortgage or lease, and, in the case of an owner, directed to any address of such owner on file in the Office of the Assessor.

2. In addition to the written notice provided for herein, any property to be conveyed pursuant to this title must be posted with notice of such conveyance no later than thirty (30) days prior to such conveyance.

3. In the event that notice as required herein is not sent to any of the persons herein mentioned entitled to such notice, in such event the time within which any such person or those claiming under him or her may redeem such property is extended to within three (3) years from the lien date. In case of failure to redeem within said three years from the lien date, the sale and conveyance thereof shall become absolute and all persons barred forever.

4. Upon expiration of the redemption period and completion of the procedures required herein, and upon execution by the City of a deed to a tax-delinquent parcel to the City or to a qualifying purchaser of an unpaid tax lien, the City or qualified purchaser shall be seized of an estate in fee simple absolute in such parcel and all persons, including the State, infants, incompetents, absentees and non-residents, except as specifically exempted by law, who may otherwise have had any right, title, interest, claim, lien, or equity of redemption in or upon such parcel shall be barred and forever foreclosed of any such right, title, interest, claim, lien or equity of redemption, and the City or qualified purchaser may hold such parcel for itself or sell or release such parcel as provided by law.

5. Sale to previous owner. After conveyance of title as provided herein, the City or qualified purchaser may convey the subject parcel to the previous owner. Such a conveyance shall restore all parties, including owners, mortgagees and any and all lienors, receivers and administrators and encumbrancers, to the status they held at the time the City or qualified purchaser acquired title to the subject parcel, as if the title had never been conveyed, and shall render the subject parcel liable for all taxes, deficiencies, management fees and liens, penalties, interest, and other charges which had accrued prior to the conveyance of title and which continued to accrue after the conveyance of title.

6. Conveyance prohibited to certain City officials, officers and employees. No City of Middletown elected official, nor any officer or employee in the Offices of the Assessor, Corporation Counsel, or Treasurer may bid for or acquire or purchase any parcel of real property which is offered for sale by the City in any manner as a result of the tax delinquency of such parcel. This prohibition shall include a prohibition against such City officials, officers or employees bidding upon or acquiring or purchasing such properties directly or through an agent, representative, attorney or other third party, including but not limited to a spouse or child. It shall be presumptive proof of a violation of this Section if such City official, officer or employee shall have acquired any interest whatsoever, including but not limited to the holding of a mortgage, lien or other financial interest, in any such property, howsoever acquired, either directly or through any third parties, within two (2) years of the date upon which such property was sold or conveyed by the City of Middletown. This provision may be enforced by disciplinary action or by an appropriate action at law or in equity in the Supreme Court of the State of New York.

Section 6. Severability.

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this Local Law shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this Local Law.

Section 7. Effective Date.

This Local Law shall be effective upon filing with the Secretary of State.