



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
January 27, 2014
7:00 pm

Mayor:

1. Prayer
2. Pledge of Allegiance

City Clerk:

3. Roll Call

Communications:

4. Approval of the minutes of the City Council meeting of January 13, 2014

Comptroller's Update:

5. Preliminary 2013 Financial Summary

Comments from the public regarding the agenda:

Comments from the Council regarding the agenda:

City Manager's Report:

6. Resolution No. 13-2014
A resolution authorizing the interim City Manager to execute a lease and lease amendment with Ricoh USA, Inc. for a Ricoh MP 4002SP copier for the City Clerk's office at a cost of \$182.63 per month for a period of 60 months.
7. Resolution No. 14-2014
A resolution to authorize the repurchase of real property known as 81 West Street at private sale to Anthony DeCiampa.
8. Resolution No. 15-2014
A resolution authorizing the interim City Manager to execute an agreement with the County of Orange to provide for reimbursement of funds to the City of Newburgh

with respect to certain urban renewal (Public Works) projects for the period of January 1, 2014 to December 31, 2014 in the amount of \$35,000.00.

9. Resolution No. 16-2014
A resolution authorizing the award of a bid for the construction and delivery of a 2014 Triple Combination pumper truck for the City of Newburgh Fire Department at cost of \$399,909.00.
10. Resolution No. 17-2014
A resolution granting an extension of time to Osiah Gayle to repurchase real property known as 175 Renwick Street.
11. Resolution No. 18-2014
A resolution authorizing the interim City Manager to execute an amendment to an agreement between the City of Newburgh and Mesh Realty Group, Inc. to provide for the continuation of residential property management services.
12. Resolution No. 19-2014
A resolution of the City Council of the City of Newburgh, New York expressing conceptual support of the Port of Newburgh project.
13. Resolution No. 20-2014
A resolution to authorize a settlement in the matter of Gregorio G. Morales against the City of Newburgh in the amount of \$4,245.20.
14. Resolution No. 21-2014
A resolution appointing Councilwoman Karen Mejia to the Newburgh Community Land Bank Board of Directors.
15. Resolution No. 22-2014
A resolution appointing Vera Best to the Newburgh Municipal Civil Service Commission.

Old Business:

New Business:

Public Comments Regarding General Matters of City Business:

Further Comments from the Council:

Adjournment:

RESOLUTION NO.: 13 - 2014

OF

JANUARY 27, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE A LEASE AND LEASE AMENDMENT
WITH RICOH USA, INC. FOR A RICOH MP 4002SP COPIER
FOR THE CITY CLERK'S OFFICE AT A COST OF \$182.63 PER MONTH
FOR A PERIOD OF 60 MONTHS

WHEREAS, the City of Newburgh City Clerk's Office is in need of a new lease agreement for a copier to perform their statutory duties, assigned tasks and day-to-day operations; and

WHEREAS, a review of available equipment and systems has identified a RICOH MP 4002 SP Copier to be the most appropriate and cost-effective alternative; and

WHEREAS, the cost of the copier is \$182.63 per month for a period of 60 months; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and is hereby authorized to execute a Lease and Lease Amendment in substantially the same form as annexed hereto so as to acquire a RICOH MP 4002 SP Copier and related services from RICOH USA, Inc. according to the terms therein stated at the cost of \$182.63 a month for 60 months.



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

U.S. Communities Product Schedule

Product Schedule Number: _____

Master Lease Agreement Number: _____

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

CUSTOMER INFORMATION

NEWBURGH, CITY OF				GLENN KURCON			
Customer (Bill To) 83 BROADWAY FL 2				Billing Contact Name 83 BROADWAY FL 2			
Product Location Address NEWBURGH NY 12550-5617				Billing Address (if different from location address) NEWBURGH NY 12550-5617			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (845) 569-7324			Billing Contact Facsimile Number		Billing Contact E-Mail Address gkurcon@cityofnewburgh-ny.gov		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH MP4002SP

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 60	Minimum Payment (Without Tax) \$ 141.83	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input checked="" type="checkbox"/> Other: NONE
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Sales Tax Exempt: YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
 Addendum(s) attached: YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: _____

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

CUSTOMER By: X _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____
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ORDER AGREEMENT

Request For Proposal (RFP) or Bid Contract Date:	11-Feb-2013	Sale Type :	LEASE
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BILL TO INFORMATION			
Customer Legal Name: NEWBURGH, CITY OF			
Address Line 1: 83 BROADWAY FL 2		Contact: KURCON,GLENN	
Address Line 2:		Phone: (845) 569-7324	
City: NEWBURGH		E-mail: gkurcon@cityofnewburgh-ny.gov	
ST / Zip: NY/12550-5617	County: ORANGE	Fax:	

ADDITIONAL ORDER INFORMATION	
Check All That Apply:	
<ul style="list-style-type: none"> ♦ Sales Tax Exempt (Attach Valid Exemption Certificate) ♦ PO Included PO# _____ ♦ Syndication 	<ul style="list-style-type: none"> ♦ Fixed Service Charge ♦ Add to Existing Service Contract # _____ ♦ PS Service (Subject to and governed by separate Statement of Work) ♦ IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION		
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
60 Months	MONTHLY	QUARTERLY

SHIP TO INFORMATION			
Customer Name: NEWBURGH CITY OF			
Address Line 1: 83 BROADWAY FL 2		Contact: KURCON,GLENN	
Address Line 2:		Phone: (845) 569-7324	
City: NEWBURGH		E-mail: gkurcon@cityofnewburgh-ny.gov	
ST / Zip: NY/12550-5617	County: ORANGE	Fax:	

PRODUCT INFORMATION							
Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
RICOH MP4002SP	1	Gold	6,000	\$0.0068	N/A	N/A	\$40.80

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
NETWORK & SCAN CONNECT - SEG 3	1



RICOH

ORDER TOTALS		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services:	
Silver: Includes all supplies. Excludes paper and staples.	Buyout:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	
Additional Provisions:		
Per US Communities Contract 4400003732		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature: _____	Authorized Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



CUSTOMER INFORMATION			
Customer Legal Name	NEWBURGH, CITY OF	Date	01/13/2014
Contact Name	GLENN KURCON	Phone	(845) 569-7324
Email	gkurcon@cityofnewburgh-ny.gov	Fax	

This LEASE AMENDMENT (this "Amendment"), dated above, is to the agreements and/or product schedules associated with the equipment/product and agreement/product schedule numbers listed on Exhibit A attached to this Amendment and by this reference made a part of this Amendment (each such agreement and/or product schedule, an "Existing Agreement"; and such equipment/product, collectively, the "Existing Equipment"), in each case between Ricoh USA, Inc. or, if applicable, the party identified below ("we" or us") and the customer identified above ("Customer" or "you").

As of the date of this Amendment, the parties have entered or intend to enter into new agreements and/or product schedules (each such new agreement and/or product schedule, a "Replacement Agreement") either (a) with respect to equipment/product in replacement of, or addition to, or in exchange for, the Existing Equipment (such equipment/product referred to in clause (a) of this paragraph, the "Replacement Equipment") or (b) with respect to the Existing Equipment, reflecting the terms of a refinancing of the applicable Existing Agreement and Existing Equipment (a "Refinancing Transaction").

The parties wish to confirm the removal of the Existing Equipment (except with respect to Existing Equipment subject to a Refinancing Transaction) and any payment changes that will occur under the Existing Agreement(s) on the Effective Date (as defined below) of the Replacement Agreement(s).

The parties, intending to be legally bound, agree as follows:

- On the Effective Date, the minimum periodic payment(s) due and payable under the Existing Agreement(s) shall be modified to delete the portion(s) thereof attributable to the Existing Equipment as reflected on Exhibit A attached hereto and, except with respect to Existing Equipment subject to a Refinancing Transaction, we hereby authorize you to return the Existing Equipment to us or our designee. As used in this Amendment, "Effective Date" means, as applicable, (a) the delivery and acceptance date reflected in the delivery and acceptance certificate signed by you with respect to the Replacement Equipment under the Replacement Agreement(s), or (b), in the case of a Refinancing Transaction, the date we accept the applicable Replacement Agreement. By signing below, you hereby confirm that we may retain any payments made by you for amounts owed on the Existing Agreement(s), including, without limitation, the portion(s) of the minimum periodic payment(s) attributable to the Existing Equipment as reflected on Exhibit A, through the Effective Date, regardless of when such payments were received by us.
- You authorize us or our designee to pick up and remove the Existing Equipment. By signing below, you confirm that we or our designee may rely on this request and the request will be governed by this Amendment. Except for our and our designee's obligations to pick up and remove the Existing Equipment, neither us nor any of our designees assumes any obligation, payment or otherwise, under your lease agreement(s), which shall remain your sole responsibility through the Effective Date. As a material condition to our or our designee's performance to pick up and remove the Existing Equipment, you hereby release us and such designee from, and shall indemnify, defend and hold harmless us and such designee from and against any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in relation to your Existing Agreement(s). This paragraph shall not apply to Existing Equipment subject to a Refinancing Transaction.
- If the Replacement Agreement(s) is/are not accepted by us for any reason whatsoever, then (a) this Amendment shall be of no force or effect and the Existing Agreement(s) shall remain in full force and effect, (b) you shall continue to lease or rent the Existing Equipment for the remaining term of the Existing Agreement(s) in accordance with the terms and conditions of the Existing Agreement(s), and (c) you will be liable for all payments and obligations under the Existing Agreement(s) including, without limitation, the portion(s) of the minimum periodic payment attributable to the Existing Equipment as reflected on Exhibit A, for the entire term set forth in the Existing Agreement(s).
- Except to the extent modified by this Amendment, the terms and conditions of the Existing Agreement(s) will remain unchanged and shall continue in full force and effect.

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

CUSTOMER

_____		_____	
X	_____	_____	_____
	<i>Authorized Signature</i>	<i>Authorized Signature</i>	<i>Date</i>
	<i>Date</i>		
_____		_____	
	<i>Print Authorized Signer Name</i>	<i>Print Authorized Signer Name</i>	<i>Title</i>
	<i>Title</i>		

01/13/2014 08:57 AM

13534805



EXHIBIT A

EQUIPMENT INFORMATION

Make, Model, Serial Number	RICOH/MP4000B/M5485800131	Contact	GLENN KURCON		
Contract Number	1138123-1009551A3	Portion of Minimum Payment Attributable to Existing Equipment	\$127.20		
Pick-Up Address**	83 BROADWAY FL 1 CITY CLERK'S OFFICE		Phone	(845) 569-7324	
City	NEWBURGH	State	NY	Zip Code	12550-5617

Make, Model, Serial Number		Contact			
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment			
Pick-Up Address**			Phone		
City		State		Zip Code	

Make, Model, Serial Number		Contact			
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment			
Pick-Up Address**			Phone		
City		State		Zip Code	

Make, Model, Serial Number		Contact			
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment			
Pick-Up Address**			Phone		
City		State		Zip Code	

Make, Model, Serial Number		Contact			
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment			
Pick-Up Address**			Phone		
City		State		Zip Code	

Make, Model, Serial Number		Contact			
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment			
Pick-Up Address**			Phone		
City		State		Zip Code	

** Except for Refinancing Transactions



RESOLUTION NO.: 14 - 2014

OF

JANUARY 27, 2014

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF
REAL PROPERTY KNOWN AS 81 WEST STREET
(SECTION 14, BLOCK 3, LOT 41)
AT PRIVATE SALE TO ANTHONY DECIAMPA

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

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

WHEREAS, Anthony DeCiampa, the former owner of 81 West Street, being more accurately described as Section 14, Block 3, Lot 41 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase this property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against this property at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all taxes, interest and penalties owed are paid expeditiously;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 81 West Street, Section 14, Block 3, Lot 41, to Anthony DeCiampa be and hereby is confirmed and that the Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$13,519.26, no later than February 14, 2014; and

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

RESOLUTION NO.: 15 - 2014

OF

JANUARY 27, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE AN AGREEMENT WITH THE COUNTY OF ORANGE
TO PROVIDE FOR REIMBURSEMENT OF FUNDS TO
THE CITY OF NEWBURGH WITH RESPECT TO CERTAIN
URBAN RENEWAL PROJECTS FOR THE PERIOD
OF JANUARY 1, 2014 TO DECEMBER 31, 2014
IN THE AMOUNT OF THIRTY FIVE THOUSAND (\$35,000.00) DOLLARS

WHEREAS, the Orange County Department of Public Works (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an agreement, a copy of which is attached hereto and made a part hereof, to provide for the funding of certain urban renewal projects within the City for the year 2014; and

WHEREAS, the County shall provide the City a total annual sum not to exceed Thirty Five Thousand (\$35,000.00) Dollars for the completion of certain urban renewal projects; and

WHEREAS, such funds shall be used exclusively for the acquisition, rehabilitation, improvements and otherwise implementing and completion of urban renewal projects within the City's limits; and

WHEREAS, this Council has reviewed the attached agreement and has determined that entering into such agreement would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to execute the attached agreement with the County of Orange to provide for a total annual sum not to exceed Thirty Five Thousand (\$35,000.00) Dollars in order to obtain the available funding for certain urban renewal projects.

**AGREEMENT
BETWEEN THE
COUNTY OF ORANGE
AND
THE CITY OF NEWBURGH
FOR THE FUNDING OF CERTAIN
URBAN RENEWAL PROJECTS, AS FURTHER DEFINED HEREIN**

This **Agreement** for funding certain Urban Renewal Projects, hereinafter "**Agreement**," represents the entire understanding between the parties hereto the **County of Orange**, a municipal corporation organized and existing under the laws of the State of New York, with its principle offices at 255 – 275 Main Street, Goshen, New York 10924, hereinafter referred to as the "**County**" and, the **City of Newburgh** with its principle offices at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter referred to as the "**City**." Further, the parties hereto agree as follows:

WHEREAS, the **County** and the **City** share a commitment to the rehabilitation and revitalization efforts in Orange County, and

WHEREAS, the **County** shall provide to the **City** a total annual sum of **THIRTY FIVE THOUSAND (\$35,000.00) DOLLARS**, for completing the activities enumerated in this **Agreement** and performed during the period of **January 1, 2014 to December 31, 2014**. These funds shall be used exclusively for the acquisition, rehabilitation, improvements, and otherwise implementing and completion of urban renewal projects within the **City's** limits and as described herein (Exhibit A). The **County** shall have no obligation to the **City** beyond the payment of these monies in accordance with the terms and conditions of this **Agreement**, and

NOW, THEREFORE, it is mutually agreed by and between the **County** and the **City** that:

1. The **County** will pay to the **City**, for the Capital Improvements, an annual amount, not-to-exceed **THIRTY FIVE THOUSAND (\$35,000.00) DOLLARS**. The **City** shall submit any and all documentation in support of such expenditures or the **County** may require fees under this **Agreement** as so that it may evaluate the reasonableness of the charges. All such requests shall be reasonable in time and scope; and
2. Proceeds shall be paid to the **City** for eligible costs based upon approved requests for payments. All requests for payments shall be directed to the Orange County Department of Public Works. Each request for payment shall include an itemization of all monies due for eligible costs, labor performed and/or materials supplied for the period covered by the request, a statement describing the eligible expenses, work that was performed using such labor and material, and a release of liens by subcontractors, laborers or material suppliers. Other appropriate receipts, invoices, bills or other documentation evidencing the expenditures to be reimbursed shall be appended to the request forms. As a condition of receiving payment, the **City** shall deliver to the **County** complete releases from all

relevant contractor's, laborers, or suppliers. Once the releases have been obtained and the Department of Public Works has certified that all work has been completed or that the total sum made available from the **County** has been expended payment may be made to the **City**. The **County** will not withhold a payment, without cause, for more than **THIRTY (30) DAYS** after a request for payment but, the **County** shall not be restricted from withholding payment for cause, as determined by the Department of Public Works including but not limited to that in the judgement of the Department of Public Works, after consultation with the Orange County Department of Law and the County Executive, the funds available, from all sources whatsoever, to complete the project, are insufficient to do so. The **County** will use its best efforts to make all payments due the **City** within 15 business days of receiving an approved payment request.

3. The **City** agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this **Agreement**. The **City** agrees to retain all books, records, and other documents relevant to this **Agreement** for six (6) years after the payment or termination of this **Agreement**, whichever occurs later. **County**, 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; and
4. All provisions of Federal, State and local laws, rules, regulations and ordinances governing non-discriminatory practices; warranties against collusion; solicitation or procurement; warranties against conflicts of interest and compliance with applicable ethics laws; confidentiality; fair practices and other legally imposed safeguards shall apply; and
5. This **Agreement** shall be subject to such further agreements or amendments, as the parties deem appropriate and necessary. Neither party shall assign or subcontract its duties, practices or responsibilities to a third party without the express written permission of the other. Neither party shall be a subrogee of the other, nor be responsible to defend, indemnify or hold harmless the other as to third parties but for their own errors, acts and omissions which causes the other party to suffer a loss; and
6. The **County** shall have the right to terminate this **Agreement** at any time without recourse and, upon thirty- (30) days written notice to the other. Should the **County** terminate this **Agreement** prior to its expiration date for reasons other than **City's** default, the **County** shall pay unto the **City** the earned portion of the total contract **Agreement**; and
7. The **County** shall have no liability under this **Agreement** to the **City** or, to anyone, beyond funds appropriated and available for this **Agreement**; and
8. The **City** shall provide proof of Workers' Compensation and Disability Coverage's as required by the New York State Worker's Compensation Board and same shall be attached to this **Agreement**; and

9. This **Agreement** shall be governed by the laws of the State of New York. The **City** shall render all services under this **Agreement** in accordance with all applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered; and
10. The rights and obligations of the parties, and their respective agents, successors and assigns, if any, shall be subject to and governed by this **Agreement** as well as any amendments or attachments thereto; and
11. The acceptance by the **City** or its assignees of the payment under this **Agreement**, whether by invoice, judgment of any court of competent jurisdiction, or administrative means, shall constitute as a general release to the **County** from any and all claims of the **City** out of the performance of this **Agreement**.

IN WITNESS WHEREOF, the **COUNTY** has caused this **Agreement** to be signed by its County Executive, and the **City** has caused the same to be executed by its Council, pursuant to Resolution of its **City** Council, adopted _____.

CITY OF NEWBURGH:

COUNTY OF ORANGE:

James A. Slaughter
Interim City Manager

Steven M. Neuhaus
County Executive

Date: _____

Date: _____

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP
SELF-INSURANCE**

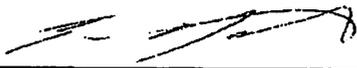
1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) City of Newburgh 83 Broadway Newburgh, NY 12550	1d. Business Telephone Number of Business referenced in box "1a" 845-569-7303
1b. Effective Date of Membership in the Group <u>03/01/2008</u>	1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
1c. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in Box "1a"
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) County of Orange Goshen, NY 10924	3. Name and Address of Group Self-Insurer NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE CLAIMS ADMINISTERED BY: WRIGHT RISK MANAGEMENT 333 EARLE OVINGTON BLVD., SUITE 505 UNIONDALE, NY 11553-3524

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2". The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Eric Hartcorn 07/01/2012 - 06/30/2013
 (Print name of authorized representative of the Group Self-Insurer) Date

Certified by: 
 (Signature)

Title: PROGRAM MANAGER

Telephone Number 516-750-9409



**Certificate of Attestation of Exemption
From New York State Workers' Compensation
and/or Disability Benefits Insurance Coverage**

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Certificate of Attestation of Exemption ONLY to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may NOT use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

<p align="center">In the Application of (Legal Entity Name and Address):</p> <p>CITY OF NEWBURGH CITY HALL 83 BROADWAY NEWBURGH, NY 12550 PHONE: 845-569-7340 FEIN: XXXXX2329</p>	<p align="center">Business Applying For:</p> <p>OTHER: FUNDING FOR CERTAIN URBAN RENEWAL PROJECTS 2013</p> <p>From: ORANGE COUNTY</p>
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Workers' Compensation Exemption Statement:

The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.

Disability Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:
The applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.

I, RICHARD F. HERBEK, am the CITY MANAGER with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature: <i>Richard F Herbek</i>	Date: <i>2/28/13</i>
Exemption Certificate Number 2013-010531		Received February 27, 2013 NYS Workers' Compensation Board

RESOLUTION NO.: 16 - 2014

OF

JANUARY 27, 2014

A RESOLUTION AUTHORIZING THE AWARD OF A
BID FOR THE CONSTRUCTION AND DELIVERY OF
A 2014 TRIPLE COMBINATION PUMPER TRUCK FOR THE
CITY OF NEWBURGH FIRE DEPARTMENT
AT A COST OF \$399,909.00

WHEREAS, the City of Newburgh has duly advertised for bids for the construction and delivery of a 2014 Triple Combination Pumper Truck for the Fire Department; and

WHEREAS, three bids were received and opened; and

WHEREAS, such bids were reviewed by the Fire Department mechanic, senior officers and the Fire Chief; and

WHEREAS, it has been determined that such bid should be awarded to Campbell Freightliner of Orange County, LLC, as representative of Spartan ERV Fire Apparatus, as the lowest responsible bidder, at a cost of Three Hundred Ninety Nine Thousand Nine Hundred Nine and 00/100 (\$399,909.00) Dollars, including the trade of an existing 1990 Seagrave Pumper; and

WHEREAS, funding shall be derived from H1.3412.0202.8101.2013; and

WHEREAS, this Council has determined that awarding such bid is in the best interests of the City of Newburgh and the safety of its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Campbell Freightliner of Orange County, LLC, as representative of Spartan ERV Fire Apparatus, be and is hereby awarded the bid for the construction and delivery of a 2014 Triple Combination Pumper Truck for the City of Newburgh Fire Department at a cost of Three Hundred Ninety Nine Thousand Nine Hundred Nine and 00/100 (\$399,909.00) Dollars.

RESOLUTION NO.: 17 - 2014

OF

JANUARY 27, 2014

**A RESOLUTION GRANTING AN EXTENSION OF TIME
TO OSIAH GAYLE TO RE-PURCHASE REAL PROPERTY
KNOWN AS 175 RENWICK STREET (SECTION 45, BLOCK 10, LOT 9)**

WHEREAS, this Council, by Resolution No.: 10-2014 of January 13, 2014, authorized the re-purchase of real property known as 175 Renwick Street (Section 45, Block 10, Lot 9) at private sale to former owner Osiah Gayle; and

WHEREAS, Mr. Gayle has requested an extension of time to close title on 175 Renwick Street until February 28, 2014; and

WHEREAS, this Council has determined that granting such extension is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to re-purchase real property known as 175 Renwick Street (Section 45, Block 10, Lot 9) be and is hereby granted to Osiah Gayle until February 28, 2014.

RESOLUTION NO.: 18 - 2014

OF

JANUARY 27, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND MESH REALTY GROUP, INC.
TO PROVIDE FOR THE CONTINUATION OF RESIDENTIAL PROPERTY
MANAGEMENT SERVICES

WHEREAS, the City Council, by Resolution No.: 27-2013 of January 28, 2013, authorized the execution of an agreement with MESH Realty Group, Inc. for residential property management services; and

WHEREAS, such agreement expired on December 31, 2013; and

WHEREAS, the City of Newburgh wishes to continue with property management services; and

WHEREAS, it is appropriate and necessary to execute the attached Amendment to the agreement to provide for a one (1) year extension of services retroactively from January 1, 2014 to December 31, 2014; and

WHEREAS, such Amendment is subject to the same terms and conditions of the April 1, 2013 agreement with the exception of a One (\$1.00) Dollar increase in labor costs as provided for in Paragraph 2e of the original agreement; and

WHEREAS, this Council has examined such Amendment and has determined that entering into the same is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and is hereby authorized to execute the attached Amendment to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property services.

AGREEMENT BY AND BETWEEN
THE CITY OF NEWBURGH, NEW YORK
AND
MESH REALTY GROUP, INC.

DATED: _____

This Addendum to the Agreement dated April 1, 2013 is made and entered into this ____ day of _____, 2014 by and between MESH Realty Group, Inc. (AGENT), a New York corporation having its principal place of business at 77-79 Broadway, Newburgh, New York and the City of Newburgh, New York (OWNER), a municipal corporation with offices at 83 Broadway, Newburgh, New York 12550:

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, and State of New York. A list of these properties is attached to this Agreement in a Schedule "A," and may be amended from time to time.

2. Paragraph 2e of the Agreement dated April 1, 2013 is hereby amended as follows:

2e Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, and (5) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **\$36.00** per hour. Repairs greater than \$1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.

3. TERM AND TERMINATION

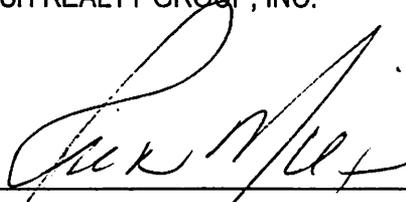
The term of this agreement shall commence on the 1st day of January, 2014 and shall end on the 31st day of December, 2014, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) days prior written notice.

4. This Addendum, together with the April 1, 2013 Agreement contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

MESH REALTY GROUP, INC.

CITY OF NEWBURGH, NY



Name: RICK MILTON
Title: *Vice President*
Date: *1/17/2014*

Name: JAMES A. SLAUGHTER

Title: Interim City Manager

Date: _____

SCHEDULE "A"

1. 162 Broadway
2. 205 Broadway
3. 266 Carpenter Avenue
4. 66 Carson Avenue
5. 95 Carson Avenue
6. 34 Carter Street
7. 36 Carter Street
8. 35 Concord Street
9. 100 Courtney Avenue
10. 55 Farrington Street
11. 246 First Street
12. 63 Grove Street
13. 70 Grove Street
14. 72 Hasbrouck Street
15. 81 Henry Avenue
16. 44 Johnes Street - 58-1-1.-10
17. 44 Johnes Street - 58-1-1.-21
18. 25 Johnston Street
19. 39 Johnston Street
20. 64 Johnston Street
21. 112 Johnston Street
22. 120 Johnston Street
23. 34 Lander Street
24. 194 Lander Street
25. 8 Larter Street
26. 61 Liberty Street, W.H.
27. 279 Liberty Street
28. 16 Lutheran Street
29. 119 Montgomery Street
30. 164 N. Miller Street
31. 318 N. Montgomery Street
32. 15 ½ Overlook Place
33. 13 Poplar Street
34. 230 Prospect Street
35. 231 Prospect Street
36. 170 Renwick Street
37. 175 Renwick Street
38. 182 Renwick Street
39. 184 Renwick Street
40. 7 Richman Avenue
41. 19 S. Miller Street

SCHEDULE "A"

42. 24 S. Miller Street
43. 30 S. Miller Street
44. 37 S. Miller Street
45. 53 S. Robinson Avenue
46. 204 South Street
47. 11 Van Ness Street
48. 143 Washington Street
49. 350 Water Street, Unit 7-9
50. 81 West Street
51. 72 William Street
52. 126 William Street

Revised 11/19/2013

RESOLUTION NO.: 19 - 2014

OF

JANUARY 27, 2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH,
NEW YORK EXPRESSING CONCEPTUAL SUPPORT OF THE
PORT OF NEWBURGH PROJECT

WHEREAS, the Port of Newburgh has the potential to create a significant and positive impact on the City of Newburgh with regards to job opportunities, revenue and economic development; and

WHEREAS, the Port of Newburgh project would create hundreds of high paying jobs for City residents and would provide training and apprenticeship opportunities for city residents; and

WHEREAS, the Port of Newburgh will increase the economic vitality of surrounding businesses and the City at large, by providing goods and services on a daily basis to support and sustain the operations and employees of the port; and

WHEREAS, the City Council will consider the creation of a public/private partnership that has potential to strengthen the perception of the City of Newburgh - throughout the region, state and country; and

WHEREAS, the costs and expenses to finance the Port of Newburgh will be derived from private, Federal, State and County resources; and

WHEREAS, the City Council remains committed to ensuring the recreational access to the public, and working with partners to solidify solutions; and

WHEREAS, the Port of Newburgh presents the opportunity for the City Council to utilize its leadership and visionary role to provide further growth and commerce for the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that this City Council of the City of Newburgh, New York does hereby express its conceptual support for the Port of Newburgh Project and its potential benefits; and agrees to further explore these opportunities and all necessary agreements and documents required for its implementation.

RESOLUTION NO.: 20 - 2014

OF

JANUARY 27, 2014

A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF GREGORIO G. MORALES AGAINST THE CITY OF NEWBURGH IN THE AMOUNT OF FOUR THOUSAND TWO HUNDRED FORTY-FIVE AND 20/100 DOLLARS

WHEREAS, Gregorio G. Morales brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the settlement of the claim in the amount of Four Thousand Two Hundred Forty-Five and 20/100 (\$4,245.20) Dollars in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorney is hereby authorized to settle the claim of Gregorio G. Morales in the total amount of Four Thousand Two Hundred Forty-Five and 20/100 (\$4,245.20) Dollars, and that the Interim City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

RESOLUTION NO.: 21 - 2014

OF

JANUARY 27, 2014

RESOLUTION APPOINTING COUNCILWOMAN KAREN MEJIA
TO THE NEWBURGH COMMUNITY LAND BANK
BOARD OF DIRECTORS

WHEREAS, the By-Laws of the Newburgh Community Land Bank provide that one member of the Board of Directors include a member of the City Council appointed by the Council; and

WHEREAS, there is a vacancy in the City Council seat on the Newburgh Community Land Bank Board of Directors; and

WHEREAS, the City Council wishes to appoint Councilwoman Karen Mejia to the Newburgh Community Land Bank Board of Directors;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby appoints Councilwoman Karen Mejia as a member to the Newburgh Community Land Bank Board of Directors.

RESOLUTION NO.: 222014

OF

JANUARY 27, 2014

A RESOLUTION APPOINTING VERA BEST TO THE
MUNICIPAL CIVIL SERVICE COMMISSION
OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Vera Best be and is hereby appointed to complete the term of former member Cindy Holmes commencing immediately and expiring on May 31, 2016.