

CITY OF NEWBURGH
COUNCIL MEETING AGENDA
October 15, 2013
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 September 23, 2013.

Proclamation:

5. October shall be proclaimed Anti Bullying Awareness Month in the City of Newburgh

Proposed Public Hearings

6. Resolution No. 202-2012
A resolution scheduling a public hearing for November 13, 2013 to receive comments concerning the adoption of the 2014 Budget for the City of Newburgh.

Comments from the public regarding the agenda:

Comments from the Council regarding the agenda:

City Manager's Report:

7. Resolution No. 203 - 2013
A resolution authorizing the interim City Manager to execute a contract with General Code for the installation and use of Laserfiche Rio to provide document and record management services at a cost of \$75,026.00.
8. Resolution No. 204 - 2013
A resolution authorizing the City Manager to accept \$100,000.00 from the Newburgh Enlarged City School District to fund the salary and benefits of one police

officer to be hired to backfill Police Department personnel currently serving in the City's secondary school as a Community Resource Officer.

9. Resolution No. 205 - 2013
A resolution authorizing the interim City Manager to execute a lease and maintenance agreement with Ricoh USA, Inc. for a Ricoh MP2501SP copier for the Assessor's Office at a cost of \$124.85 per month for period of 36 months.
10. Resolution No. 206 - 2013
A resolution authorizing the interim City Manager to execute a lease and maintenance agreement with Ricoh USA, Inc. for a Ricoh MP2352SP copier for the Information Technology Department at a cost of \$225.88 per month for period of 36 months.
11. Resolution No. 207 - 2013
A resolution authorizing the interim City Manager to apply for and accept if awarded a grant from the New York State Division of Homeland Security and Emergency Services New York, Rising Hazard Mitigation Grant Program for the Quassaick Creek Corridor Restoration Project in connection with the West Trunk Sewer Improvements Project in an amount up to \$2,673,750.00 with a 25% match.
12. Resolution No. 208 - 2013
A resolution authorizing the interim City Manager to execute a contract with Barton and Loguidice, P.C. for professional engineering services to assist the City of Newburgh in making an application to the New York State Division of Homeland Security and Emergency Services New York, Rising Hazard Mitigation Grant Program for the Quassaick Creek Corridor Restoration Program in connection with the West Trunk Sewer Improvements Project at a cost not to exceed \$5,000.00.
13. Resolution No. 209 - 2013
A resolution authorizing the City Manager to apply for and accept if awarded a grant from the New York State Division of Homeland Security and Emergency Services New York, Rising Hazard Mitigation Grant Program for the Water Transmission Main Quassaick Creek Crossing Protection Project in an amount up to \$825,000.00 with a 25% match.
14. Resolution No. 210 - 2013
A resolution authorizing the City Manager to execute a contract with Barton and Loguidice, P.C. for professional engineering services to assist the City of Newburgh in making application to the New York State Division of Homeland Security and Engineering Services New York, Raising Hazard Mitigation Grant Program for the Water Transmission Main Quassaick Creek Crossing Protection Project at a cost not to exceed \$5,000.00.

15. Resolution No. 211 – 2013
A resolution authorizing the interim City Manager to apply for and accept if awarded a grant from the New York State Division of Homeland Security and Emergency Services New York, Rising Hazard Mitigation Grant Program for the Combined Sewer Overflow Regulator 2 Upgrades Project in connection with the City of Newburgh's Combined Sewer Overflow Long Term Control Plan in an amount up to \$375,000.00 with a 25% match.

16. Resolution No. 212 – 2013
A resolution approving the consent judgments and authorizing the interim City Manager to sign such consent judgments in connection with the tax certiorari proceedings against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index Nos. 2012-6183 and 2013-5444, involving Section 36, Block 4, Lots 3.1, 4, 19 and 20 (AFSW Realty, LLC.)

17. Resolution No. 213 – 2013
A resolution to provide insurance and the City's tax identification number to the 2014 Newburgh Illuminated Festival.

18. Resolution No. 214 – 2013
A resolution authorizing the interim City Manager to enter into a license agreement with Ebenezer Baptist Church for the use of the Activity Center and parking lot located in the Delano Hitch Recreation Park.

Old Business:

New Business:

Public Comments Regarding General Matters of City Business:

Further Comments from the Council:

City Manager's presentation of the proposed 2014 Budget

Adjournment:

RESOLUTION NO.: 202 -2013

OF

OCTOBER 15, 2013

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 12, 2013
TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE
2014 BUDGET FOR THE CITY OF NEWBURGH

BE IT RESOLVED, by the Council of the City of Newburgh, New York that pursuant to Charter Section 8.15 a public hearing will be held to receive comments concerning the adoption of the 2014 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a special City Council meeting of the Council to be held at 7:00 p.m. on the 12th day of November, 2013, in the Third Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

RESOLUTION NO.: 203 -2013

OF

OCTOBER 15, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE A CONTRACT WITH GENERAL CODE FOR THE
INSTALLATION AND USE OF LASERFICHE RIO TO PROVIDE
DOCUMENT AND RECORD MANAGEMENT SERVICES AT A COST OF
SEVENTY-FIVE THOUSAND TWENTY-SIX (\$75,026.00) DOLLARS**

WHEREAS, by Resolution No. 43-2008 of March 31, 2008, the City Council of the City of Newburgh authorized the City Manager to sign an agreement with General Code for Laserfiche software installation, training and support to meet the document imaging and management needs of the City Clerk and the Code Compliance Department; and

WHEREAS, it is necessary for the City to expand its electronic document management system to other City departments; and

WHEREAS, General Code has submitted a proposal, a copy of which is attached hereto, to update the current Laserfiche Version 7 to Laserfiche Rio and expand the use of the Laserfiche Rio system to all other City departments, which will allow all City departments to access records already converted to electronic format, include integration with the existing KVS system and reduce costs associated with traditional paper copying and printing; and

WHEREAS, the funding for the installation, training and support for Laserfiche Rio in the amount of Seventy-Five Thousand Twenty-Six (\$75,026.00) Dollars and shall be derived from H1.1460.0201.8101.2013; and

WHEREAS, this Council has determined that awarding the bid and entering into a contract with General Code is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he hereby is authorized to sign an agreement with General Code for Laserfiche RIO software installation, training, and support as outlined in said proposal with other provisions as Corporation Counsel may require.

GENERAL CODE PROPOSAL *for*

ENTERPRISE CONTENT MANAGEMENT SERVICES

For
City of Newburgh
Orange County
New York

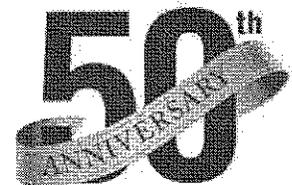
September 10, 2013
Valid for 60 days

PRESENTED BY

**GENERAL
CODE**

Information made civil.

Director of Sales: Bruce Cadman
518-441-6496
BCadman@generalcode.com



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ABOUT GENERAL CODE

General Code provides a variety of information management solutions to more than 2,700 local governments, educational and commercial organizations throughout the United States. We set the standard for improving document management processes and are on the cutting-edge of technology, providing new and reliable tools to our customers to better serve their clients. We pride ourselves in our level of experience, our technical knowledge in the industry and our focus on the customer.

General Code is one of the leading Laserfiche value added resellers in the United States, offering more than twelve years of experience, coupled with an industry-leading service, integration, training and help desk team.

With Laserfiche at the center of your Enterprise Content Management Solution, you get what nearly 30,000 other public and private organizations are already getting – the most powerful combination of electronic capture, storage and business process automation tools available today. We selected Laserfiche as our technology platform because of its open architecture, integration ability and the capacity to scale up as your demand for information sharing and access grows.

A system designed and implemented by General Code will fit your specific needs and requirements. Customization of your Enterprise Content Management Solution reduces the time and additional resources required to “adjust” or “optimize” a one-dimensional system.

As a values-based company we adhere to the principles outlined in our General Code. These guides for conduct are integral to building a comprehensive content management solution – one that leverages our 50+ years of service to public organizations and governments of all sizes. Our code:

Digital information must be designed and implemented in ways that support the success of the entire organization.

Our content management solutions must run on a platform that we believe in.

The quality of our service and support determines the ultimate value of the solution we develop.

Our content management solutions are based on the practical—if there is a better way to do something we will design and implement it.

RECOMMENDED SOLUTION – LASERFICHE RIO

Laserfiche Rio combines comprehensive Enterprise Content Management (ECM) functionality with powerful business process management (BPM), security and auditing tools. Laserfiche Rio provides a solid ECM infrastructure that:

- Manages your content.
- Grants the IT Department central control over standards, security and auditing.
- Gives individual departments flexibility to customize their filing structures, views and workflows

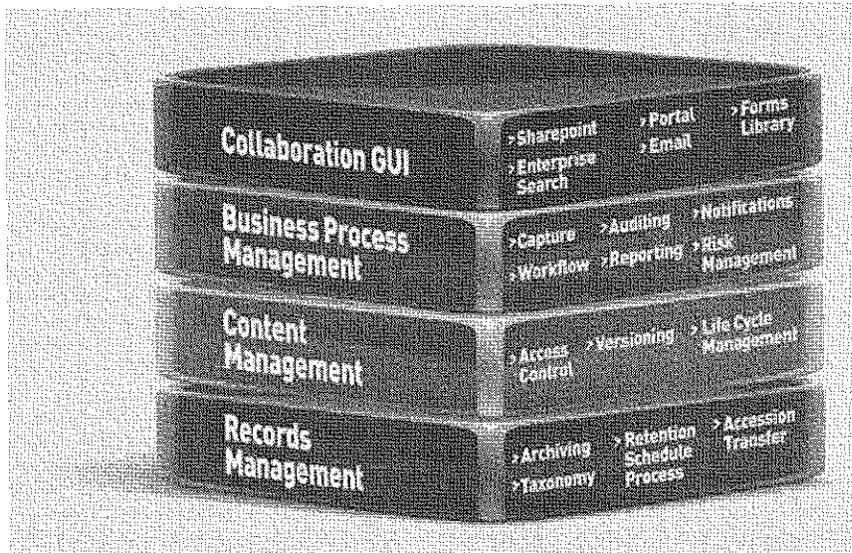
Laserfiche Rio integrates with your existing IT portfolio supporting intelligent decision making enterprise-wide.

With a fundamental design structure engineered to meet the needs of the IT Department, Laserfiche Rio is designed to be easy to purchase, easy to deploy, easy to support and easy to extend.

The Laserfiche Rio system includes:

- A **licensing server** to produce system licenses as you determine system topology based on your specific needs.
- Unlimited **Laserfiche content servers** that provide document imaging, document management and records management functionality as part of the core architecture – not through separate modules that are stacked together.
- A fully functional, **true thin-client interface** that does not require any software to be installed, maintained or updated at the workstation level.
- The **Laserfiche Workflow system**, capable of automating business processes in high volume transactional environments, as well as customizing the way the system reacts to user input.
- A built-in **auditing solution** for security and compliance.
- An optional DoD 5015.2-certified **Laserfiche Records Management Edition**, with integrated records management, security, auditing and reporting capabilities.
- **Production-level document capture and processing**, including a variety of image enhancements, data extraction and processing tools to automate document identification, indexing, classification and filing.
- Fully customizable, optional read-only **Web portals**.
- An available **SDK** (integrator's toolkit) that includes COM, .NET and Java libraries, as well as an ADO.NET provider

Laserfiche Rio was developed specifically to meet the needs of organizations that view ECM technology as a foundational component of their technical infrastructure, as illustrated in the following diagram:



With bundled functionality, unlimited content servers and its own licensing server, Laserfiche Rio provides with unmatched deployment flexibility:

- **Scale easily to full enterprise deployment.** Named user licenses with volume discounts simplify the procurement process, eliminating long requisitions and making budgeting for an enterprise deployment must easier.
- **Integrate with your existing IT portfolio.** As an open platform, Laserfiche Rio facilitates and encourages integration with line-of-business and legacy applications to solve transactional document problems and provide a rapid ROI.
- **Extend local flexibility.** No ECM system will offer centralized control over content if it isn't used. Laserfiche Rio is designed to provide centralization and standardization without compromising the flexibility and customization of information delivery required for defined business applications.
- **Configure, don't customize.** Configuration of Laserfiche Rio's standardized solutions leverage existing administration platforms—including Microsoft skill sets—and offer a lower total cost of ownership.
- **Maintain control over your ECM environment.** Support for virtualization, mirroring, test, development and other environments without the need to purchase additional software licenses puts you in complete control of system topology, high availability and recovery.
- **Grow with your organization.** Because needs change, Laserfiche Rio maintains flexibility to change system attributes even after release to production. Changes are made with the same intuitive tools used for initial configuration.

PRELIMINARY DOCUMENT MANAGEMENT PROJECT PLAN

Upon completion of contract signing, the Project Manager will call you to review the Project Plan and discuss the following:

- Designate a main contact for the project
- Discuss the proposed schedule and set dates
- Determine any necessary hardware purchase, installation or configuration that must take place prior to the system installation and schedule completion of that work
- Confirm availability of required personnel, equipment and facilities
- Address any outstanding questions, concerns or issues

The Initial Design and System Implementation Phase will include the following:

- Installation and configuration of the main server components
- Installation and configuration of the named user licenses, including Laserfiche client software, Snapshot Plug-In and the E-mail functionality, and also includes scanner configuration and testing.
- Complete system testing of all installed components
- A file structure review and creation of a hierarchical tree structure designed to maximize efficient use of the document management system
- Discussion of file-naming conventions to be used in the document management system
- Establishment of an initial set of Templates (electronic index cards)
- Configuration of users, groups, and user rights
- Training for users
- Administrator training for up to two (2) people who will be responsible for administration of the system

INVESTMENT DETAIL & OPTIONS

Hardware or any applicable taxes are not included in price.

Line Item Description	Model #	Quantity	Unit Price	Total
Base Software				
Rio Named Full Users (25 Tier)	ENFPL25	25	\$900.00	\$22,500.00
RIO Records Management (25 User Tier)	ERM	25	\$90.00	\$2,250.00
Base Software Subtotal				\$24,750.00
Add-Ons/Plug-Ins				
Rio Scan Connect - 5 Pack	SC05	1	\$660.00	\$660.00
Rio Public Portal - 25 WebLink-only retrieval connections	PPM25	1	\$25,000.00	\$25,000.00
Add-Ons/Plug-Ins Subtotal				\$25,660.00
Support				
LSAP Rio Named Full User (25 Tier)	ENFPL25B	25	\$198.00	\$4,950.00
LSAP Rio Scan Connect - 5 Pack	SC05B	1	\$146.00	\$146.00
Rio Public Portal - 25 WebLink LSAP	PPM25B	1	\$5,500.00	\$5,500.00
RIO LSAP Records Management (25 User Tier)	ERMB	25	\$20.00	\$500.00
Support Subtotal				\$11,096.00
Install/Train				
Transparent Records Management Consulting Days - On-Site	TRMOS	2	\$1,650.00	\$3,300.00
Transparent Records Management Consulting Days - In-Office	TRMIO	2	\$1,150.00	\$2,300.00
Remote Data Migration Services	RS03	1	\$300.00	\$300.00
On-Site Days (installation, configuration, training)	ON-B	7	\$1,650.00	\$11,550.00
Install/Train Subtotal				\$17,450.00
Adjustments				
LF Software Upgrade Credit		1	(\$3,930.00)	(\$3,930.00)
Adjustments Subtotal				(\$3,930.00)
Grand Total				\$75,026.00

*Anticipated annual LSAP fees after the included 1st year for the above configuration: **\$11,096.00.***

PLEASE NOTE:

Automated Workflow Module (software) is included with Laserfiche Rio™. If/when the City wishes to implement Automated Workflow, there will be additional development and configuration time required. We will be happy to assess any Workflow implementation desires with you and provide any relevant fees at your request. (Fees will be based on the number and complexity of the desired workflows to be implemented.) These additional service fees would not apply until you are ready to implement this component.

The number of record types that can be addressed within the Install / Train days for Transparent Records Management is five (5). If you wish to use General Code to provide consulting and configuration services for more record types, additional service time will need to be added. Please contact your Account Representative if this is desired.

SOFTWARE ORDER, PAYMENT AND PERFORMANCE SCHEDULE

All software components will be ordered 30 days after authorization and shipped to customer. The software maintenance (annual support) will start 30 days after software order.

50% of the project price shall be invoiced upon authorization of the project – payable within 30 days of authorization.

50% of the project price shall be invoiced upon completion of the installation and training.

CANCELLATION POLICY

A fee of Ten Percent (10%) of the total Software Implementation Services amount will be charged to the City for any scheduled Laserfiche installation cancelled or rescheduled by the City six (6) or more, but fewer than ten (10) business days from the scheduled installation start date.

A fee of Twenty Percent (20%) of the Software Implementation Services amount will be charged to the City for any scheduled Laserfiche installation cancelled or rescheduled by the City fewer than six (6) business days from the scheduled installation start date.

AUTHORIZATION & AGREEMENT

The City of Newburgh, New York hereby agrees to the procedures outlined above and General Code's Document Management Solution Terms & Conditions which are available at: www.generalcode.com/TCdocs and are incorporated herein by reference, and authorizes General Code to proceed with the project.

Electronic Document Management Solution **\$75,026.00**
Estimated Annual support fee second year forward (LSAP): \$11,096.00

OPTIONAL COMPONENTS

State Contract Option: **\$3,751.30**
(Add 5% surcharge for State Contract option.)

Please process this agreement through a State Contract Option

Procurement of this contract will utilize a service for pricing and payment terms only. Upon receipt of General Code's signed agreement, a formal quote will be issued by servicing organization to the City. The City will issue a P.O. to said servicing organization and all invoicing and payments will be conducted between this servicing organization and the City. Delivery of products, installation, training and support will be conducted by General Code.

Estimated Total Investment (including State Contract Option, if selected): \$ _____

(Client please fill out) Invoice for this Project to be sent to:

Department: _____ **Contact Name:** _____

CITY OF NEWBURGH, ORANGE COUNTY, NEW YORK

By: _____ **In the Presence of:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

GENERAL CODE, LLC

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

In order to authorize the project:

1. *Sign the Proposal*
2. *Fax or email the Authorization & Agreement Section only to: Sales@generalcode.com • fax (585) 328-8189*
3. *Mail the signed Proposal to General Code at: 781 Elmgrove Road • Rochester, NY 14624*

General Code will then sign and mail a copy of this agreement back to the City for its records.

APPENDIX A - PC AND SERVER SPECIFICATIONS

Please refer to the file **LF RIO Hardware and Planning Specifications PDF** that was sent under separate cover for PC and Server Specifications detail.

*Please note: Laserfiche Rio requires a Microsoft Operating System (2003 and above), as well as Microsoft SQL (2005 and above). Refer to the above mentioned document for more granular specifications.

Affinity Software Requirements

Affinity version 2.0 requires Laserfiche® Client version 7.2.1.

Affinity version 2.1 requires Laserfiche® Client version 8.0.2 or above.

Laserfiche Avante and Rio are supported.

The Affinity installer package installs the required Laserfiche runtime tools: a separate toolkit installation is not required.

Affinity supports the following Microsoft® Windows® XP/2003/Vista/2008/Windows 7.

64-bit operating systems are supported.

Affinity requires Microsoft XML Core Services 6.0 (MSXML6). MSXML6 is not included in the Affinity installer package. Please download the latest release from Microsoft: <http://www.microsoft.com/downloads>.

GUI Screen Capture Requirements

Affinity Screen Capture (including Freestyle) works with graphical user interfaces (GUIs) that utilize input controls based on standard Windows control classes. Other controls that implement window classes, handles, and standard message handling are also supported. Examples of common control classes that work with Affinity include: Edit (text boxes); Rich Edit; ComboBox (drop downs); Button (push and radio); and Static (labels).

Most screens can be configured to automate searches and import/scanning using screen recognition techniques. However, screens whose controls change size and position (such as when the window resizes) may prevent the screen from being recognized. In cases where the screen cannot be consistently recognized for automation, the Freestyle dialog can still be used to make searching/scanning functions easier and faster.

Application development environments that implement GUIs compatible with Affinity Screen Capture include (but are not limited to) Microsoft® Visual Basic, Microsoft® Visual C++, Microsoft® VB.NET, Microsoft® C#, Microsoft® J#, and Borland® Delphi®.

Web Application Requirements

Affinity can image enable most web applications running in Internet Explorer 7. Other version of Internet Explorer may also work, but Affinity was designed and tested using version 7. Affinity can use practically any HTML content. However, it cannot use Adobe Flash or Microsoft Silverlight content.

Affinity API Requirements

Affinity includes a fully-documented application programming interface (API) that is accessible from practically any development environment, including .NET and scripting languages like JavaScript and VBScript. Affinity exposes the interface through both command line (shell) functions, and an ActiveX/COM interface. The Affinity API is a perfect fit for Visual Basic for Applications (VBA) macros in ESRI® ArcMap® and Microsoft® Office. Many applications can be image enabled safely and quickly using examples directly from the online Affinity API documentation: <http://affinity.datanow.net/api>.

APPENDIX B - DESCRIPTION OF RECOMMENDED COMPONENTS

<p>Laserfiche Rio</p>	<p>Laserfiche Rio is functionality and simplicity combined into an enterprise document/content management solution. Rio includes document management, business process management and Web publishing for your entire enterprise, all in one bundle. Rio's named-user licensing makes budgeting and purchasing easy—all you need to do is count the number of users. And with its tiered pricing structure, Rio becomes more affordable with increased number of users. As your organization grows, Rio scales easily to accommodate new departments and an expanding workforce. In addition to volume discounts on user licenses, Rio includes an unlimited number of servers, so you can create failover clusters, redundant servers, departmental servers, or whichever structure best fits the way your organization runs.</p> <p>Included:</p> <p>Laserfiche Automated Workflow Module: The Laserfiche Automated Workflow Module is a robust component that facilitates the flow of documents. By automating the flow of documents and/or folders between users, work can be distributed to different users in an orderly and predetermined manner. The Laserfiche Automated Workflow Module also can help enforce timelines by sending e-mail notifications when routed items are inactive beyond a designated time or when documents arrive in certain folders.</p> <p>Laserfiche Workflow activities can be triggered by any activity within your Laserfiche database.</p> <p>Web Access is a browser-based thin client offering virtually all of the document management capabilities of the thick client interface. Authorized users organization-wide can simultaneously access documents, whether they are accessing Laserfiche from their desks or a remote location.</p> <p>IT can add new users without installing software on individual workstations. Users access Laserfiche through a Web browser. Authorized users scan, index and otherwise manage documents with Web Access. Staff can also search, retrieve, create, move, rename and annotate documents from the Web.</p> <p>Web Access has real time access to the Laserfiche repository, which means that information input into Laserfiche is instantly available to all users, whether connected directly to your server, or using Web Access.</p>
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	<p>Advanced Audit Trail provides you with the ability to track activity within your Laserfiche database (e.g., who accessed which document when, who input a document, who added pages, or moved a document, etc.). Advanced Audit Trail also tracks failed attempts to access or change content and allows custom auditing per trustee. It also tracks changes of rights to documents (who changed which rights), tracks search events, allows supplemental reasons for exporting, printing and e-mail, and supports of tracking of printed documents via watermark. A built-in Report Wizard guides you through creating auditing reports and enables you to save frequently viewed reports. If you wish to create more advanced reports, you can also use 3rd party reporting software, such as Crystal Reports, with Audit Trail. Audit Trail is an excellent tool for an added level of security and/or for monitoring staff productivity</p> <p>Laserfiche Digital Signatures allows you to automatically sign and validate your documents as they are created, reviewed and archived without leaving the Laserfiche environment. Digital signatures are a form of electronic signature that acts like a “digital notary” to your electronic assets, allowing you to verify the condition of your documents for the duration of their lifecycle.</p> <p>Laserfiche Digital Signatures:</p> <ul style="list-style-type: none"> • Establish User Credentials • Perform Trusted Validation Checks • Validate Document Contents • Optimize Business Processes <p>For more information on Laserfiche Digital Signatures (including various compliance standards), go to: http://www.laserfiche.com/en-us/products/Digital-Signatures</p>
<p>Named Users</p>	<p>Named users have the ability to utilize all of the features of the software, including scanning, importing, file and volume management, search and retrieval, annotations, e-mail routing and workflow participation, as applicable and as security rights permit. Additional named user licenses can be added at any time.</p> <p><u>Included:</u></p> <p>SnapShot Functionality: The SnapShot functionality allows designated users the capability to print existing electronic files into the Laserfiche system directly rather than having to print them out and then scan them into the system.</p> <p>E-Mail Functionality: The E-Mail Plug-in allows users to send Laserfiche documents as e-mail attachments to anyone using a MAPI-compatible E-mail system.</p>

<p>Laserfiche ScanConnect</p>	<p>A software interface that allows Laserfiche to interface with a number of supported scanners using the ISIS communication standard.</p>
<p>Laserfiche Public Portal License</p>	<p>The Laserfiche Public Portal includes Laserfiche WebLink and concurrent WebLink read-only licenses. Laserfiche WebLink enables access to selected documents via a web browser (for internal or external access) without operator-heavy file conversion. The software converts your documents to HTML on the fly and provides instant access to them from a Web browser. Security is very important, and WebLink security will provide you with the assurance that public documents can be accessed globally, but that robust security will protect your sensitive documents.</p> <p>Public Portal: Includes 25 WebLink retrieval connections.</p>
<p>Rio Records Management Edition</p>	<p>RIO Records Management is a turnkey solution for managing imaged, electronic, and physical (paper) records. Records Management is fully integrated within the Laserfiche interface, presenting a uniform look and feel to all users and simplifying the adherence to records management rules and policies. Records Management helps you to enforce consistent organization-wide records policies regardless of location or content, provides secure records tracking from cutoff to final destruction/disposition, and enables you to manage your paper records from the same application as your digital records. Records Management Edition (Laserfiche server software, Advanced Audit Trail and the Records Management Module) is one of the few software packages that have received Department of Defense records management standard 5015.2 certification. These standards have also been endorsed by the United States National Archives & Records Administration (NARA).</p> <p>General Code implements "Transparent" Records Management for our clients. Laserfiche Records Management Module enables the Records Manager to maintain records in appropriate Record Series folders and to perform all records management functions, such as cutoffs, freezing, etc., as appropriate. However, end users often wish to access these same records/documents in a different organization to efficiently accomplish their daily duties. This often results in "righteous friction" between the Records Manager and end users - Who gets to have the records/documents organized the way they want? Using "Transparent" Records Management (Laserfiche Records Management Module, Automated Workflow and Laserfiche Security), everyone can have the organization they need/want without interfering with the others' need. Also, with Transparent Records Management, end users can input documents into the system without knowing complicated records retention rules, and Laserfiche Automated Workflow will automatically route the original to the Records Management folders and shortcuts to the proper end user folder(s). See the attached whitepaper for a more detailed description of Laserfiche Transparent Records Management.</p>

APPENDIX C - INSTALLATION, TRAINING AND SUPPORT

Pre-Installation Teleconference and Technical Review

Prior to the on-site installation and training, one of General Code's technicians will work with your technical staff or consultant to review the hardware and other technical requirements and ensure that all hardware is ready for the installation. We will also work with your designated contact person to establish the agenda for the on-site days.

Customized, Hands-On Training

General Code provides practical hands-on training sessions to ensure that your users keep pace with "best practices" and that your Laserfiche system continues to provide your organization with the maximum efficiencies possible. Our training experts will come on-site to your facility and provide thorough training for your staff with manuals customized to your specific system and needs. Whether you are a new Laserfiche user or an existing user seeking refresher training, we pride ourselves on maintaining a team of trainers who can relate to users at any level of expertise.

Our standard Laserfiche user training covers the basic functions of the program and provides you with the necessary skills to put the system into immediate use. Based on the file organization and file naming structures that were determined by your organization, the training covers input, search and manipulation features using your documents to address file-organization and file-naming structures

Administrator Training covers the system administrative functions and typically takes place throughout the on-site sessions, as appropriate.

Support and Maintenance

With the purchase of a Laserfiche System, the County will also have the Laserfiche Software Assurance Plan ("LSAP") – support and maintenance agreement. LSAP is renewable on an annual basis and was created to deliver critical program updates and provide ongoing technical support for your Laserfiche ECM. With LSAP, you will always be confident that you are receiving the very best performance and quality possible.

Technical Support

"Technical Support" covers all questions that might arise with your Laserfiche system should a technical issue arise. Technical Support covers the installation of software patches and minor upgrades, as appropriate.

The first line of technical support is via telephone, using our toll-free number (800-836-8834) or via e-mail at lfsupport@generalcode.com. Many clients who call or e-mail General Code's Laserfiche support desk are connected immediately with a technician who is able to discuss your issue with you at that time. However, should all helpdesk technicians be engaged with other clients at that time, they will return your call/e-mail as soon as they are available. With Basic LSAP service, technical support requests not immediately addressed are guaranteed to be acknowledged within 8 business hours. However, we find that the majority of call-back times are within two hours.

When you contact us with a technical issue, General Code's support technician will discuss the situation with you. If there are more detailed diagnostics needed, the technician will log into your system remotely, using

the Internet. In this way, the technician can see what the user is seeing, do diagnostics, and generally remedy the situation remotely during this initial contact. In situations that require additional research or work by the technician, we will let you know what still needs to be done, along with a timeframe for getting back to you. You will also receive a Case number for future reference.

All technical support issues (along with their resolution or current status) are logged into General Code's support database, and the current status of any open work order is available to you at any time during normal business hours by calling General Code's helpdesk and providing your Case number. This log also enables all of our support technicians to know the history of your system, providing consistency and efficiency in our services to you.

By providing remote diagnostics and remediation to our clients, we can provide you with quick resolution of your issues to keep you up and running. General Code's helpdesk receives accolades from our clients constantly for the quality and timeliness of their assistance, as well as for their "user friendly" personalities.

Software Patches and Upgrades:

In addition to receiving technical support, customers with a current LSAP contract will receive **critical program updates within the current version of Laserfiche**. This is extremely important because Laserfiche document-imaging systems are continuously improved to be even more powerful and efficient. You will receive routine system updates released by the manufacturer after a period of additional General Code in-house testing, as applicable. These patches and software upgrades are available for download at our FTP site. Customers are given the option of applying the patches themselves or having one of our Laserfiche technicians apply the patch remotely.

There is no additional cost for the installation of minor software updates or patches (typically called 'point releases'). Major software updates (typically called 'version releases') may have associated service charges to install, upgrade, or to migrate your Laserfiche software to the new major release level. Related training on new functionality of the upgraded software may also have associated service charges. Any additional charges will be outlined and quoted to you in advance.

RESOLUTION NO.: 204 - 2013

OF

OCTOBER 15, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT \$100,000.00 FROM THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT TO FUND THE SALARY AND BENEFITS OF ONE POLICE OFFICER TO BE HIRED TO BACKFILL POLICE DEPARTMENT PERSONNEL CURRENTLY SERVING IN THE CITY'S SECONDARY SCHOOL AS A COMMUNITY RESOURCE OFFICER

WHEREAS, the City of Newburgh and the Board of Education of the Newburgh Enlarged City School District ("NECSD") have agreed to establish the position of Community Resource Officer ("CRO") to be filled by a police officer from the City of Newburgh Police Department at Newburgh Free Academy; and

WHEREAS, the NECSD has offered to reimburse the City for this CRO at the rate of \$100,000.00 so as to continue to have the CRO stationed at Newburgh Free Academy within the City of Newburgh; and

WHEREAS, this Council has determined that accepting such funds 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 he is hereby authorized to accept funds from the NECSD in the amount of \$100,000.00 Dollars for the assignment of a City of Newburgh Police Officer as CRO in the NECSD.

COMMUNITY RESOURCE OFFICER AGREEMENT

AGREEMENT MADE THIS 28th DAY OF AUGUST, 2013 by and between the Board of Education of the Newburgh Enlarged City School District, having its principal place of business at 124 Grand Street, Newburgh, New York 12550 (hereinafter "the Board of Education") and The City of Newburgh having its principal place of business at City Hall, 83 Broadway, Newburgh, NY 12550 (hereinafter referred to as "the City").

WHEREAS, the City and the Board of Education agree to establish the position of Community Resource Officer (hereinafter "CRO"), to be filled by police officers from the City of Newburgh Police Department, at Newburgh Free Academy; and

WHEREAS, the School Board has agreed that they will reimburse the City for its expense in participating in the CRO Program in the amount of One Hundred Thousand (\$100,000) for the period of September 1, 2013 through August 31, 2014 school year and, the City of Newburgh Police Department will provide one officer at the school specified above, each day that school is open for the hours of 7:30 a.m. – 3:30 p.m., during the school year and during the summer months on such days and times that summer school or the extended year program is being held in the buildings, on the terms and conditions set forth herein:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The School Board and the City of Newburgh by and through the City of Newburgh Police Department have established the following goals and objectives with regard to the CRO Program in the Schools: (a) to maintain a safe campus environment that will be conducive to learning, (b) to create a relationship based upon cooperation and mutual support between law enforcement and school officials; (c) to improve relationships between law enforcement, school, community and the youth of the school; (d) for Police Officers to serve as consultants to school staff, parents, and youth on safety matters and any other matters which will provide a better environment for the students and the teachers in which to pursue their respective tasks; (e) for police officers to serve as a role models to students; (f) to provide a continuum of youth services between the school and the community with the support of the Police Department and other City staff and agencies.
2. The City agrees that the City of Newburgh Police Department shall provide one officer as CRO during the term of this agreement. The CRO shall be subject to the administration, supervision and control of the City of Newburgh Police Department at all times, unless otherwise provided in this agreement.

3. The officer assigned as the CRO will be selected by the Chief of Police based upon the Police Chief's judgment and discretion, taking into consideration other criteria, the officer's training, qualifications, experience, interest in the position and the officer's ability to effectuate the goals and objectives set forth in paragraph 1.
4. The Board of Education shall have the right to request the removal of any CRO and have an officer substituted in his or her place by communicating such request to the Chief of Police at any time during the school year, which request will not be unreasonably denied.
5. The City of Newburgh agrees to provide and pay the CRO's salary and employment benefits in accordance with the current Newburgh PBA contract.
6. It is understood and agreed that the City of Newburgh Police Department, in its sole discretion, shall have the authority to discharge and discipline an officer assigned as a CRO as provided under the terms of any agreement between the City of Newburgh and the applicable collective bargaining unit, and/or by law. The City shall indemnify and hold harmless the Newburgh Enlarged City School District from any claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practice brought by an officer assigned as a CRO.
7. The following named police officers shall be initially assigned by the Chief of Police of the City of Newburgh Police Department to act as CROs as follows:

Newburgh Free Academy – Robert Pedrick

It is understood that such assignments may be changed by the Chief of Police or other commanding officers as in their judgment circumstances may require.

8. It is understood and agreed that the Board of Education shall not be responsible for any overtime pay earned by an Officer serving as a CRO in connection with his or her duties as a CRO and that the cost of same shall be borne solely by the City of Newburgh. The entire extent of the obligation of the School District to compensate the City for CRO services as provided herein shall be as provided hereinabove.
9. It is understood and agreed that, should a CRO become unable to perform his or her duties as a result of illness or injury that causes the Officer to be absent in excess of five school days, the City of Newburgh Police Department shall assign another officer to fill the CRO position at the affected building.

10. It is understood and agreed that the CROs to be appointed by the City of Newburgh Police Department shall have the following qualifications:

- (a) The CRO shall be a full time police officer with a minimum of two (2) years of law enforcement experience;
- (b) The CRO shall possess sufficient knowledge of applicable Federal, State and County Laws and Town ordinances as well as the School Board's policies and regulations;
- (c) The CRO shall be capable of conducting in depth criminal investigations;
- (d) The CRO shall possess an even temperament and set a good example for students;
- (e) The CRO shall possess good communication skills, which would enable the CRO to function effectively within the school environment.

The Board of Education may, at its discretion, waive the requirement set forth in paragraph "a", above, upon the request of the Police Department and upon an interview by the Board of Education of the officer being proposed for the position.

11. The following are the duties of the CRO:

- (a) Consult with and coordinate activities as requested by a school's principal.
- (b) Abide by School Board policies to the extent that such compliance does not interfere with or impede the CRO in the performance of his or her duties as a law enforcement officer.
- (c) The CRO shall develop an expertise in presenting various subjects; including meeting Federal and State mandates in drug abuse prevention education and shall provide these presentations at the request of school personnel in accordance with the established curriculum;
- (d) Encourage group discussions about law enforcement with students, faculty and parents;
- (e) Under no circumstances shall a CRO be a school disciplinarian. The CRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law;

- (f) Attend meetings with parents and faculty groups to solicit their support and understanding of the CRO school program and to promote awareness of law enforcement functions;
- (g) Where possible, serve as a member of the school student services committee, familiarizing students with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. Where necessary, the CRO may make recommendations for referrals;
- (h) To confer with the principal of the school to which the CRO is assigned to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
- (i) Perform such duties as determined and requested by a given school principal. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the CRO from being available in areas where interaction with students is expected;
- (j) The CRO shall familiarize himself/herself with and shall abide by School Board policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School Board insofar as same shall be in harmony with standard police practices and standing general orders;
- (k) Initiate law enforcement action as necessary and notify the school principal as soon as possible, and, whenever practicable advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities, as required by standard police practices and standing general orders;
- (l) The CRO shall act as a liaison for other law enforcement officers in matters regarding School Board policies while on school grounds;
- (m) The CRO shall affirm the role of law enforcement officer by wearing the City of Newburgh Police uniform, unless doing so would be inappropriate for scheduled school activities. The uniform shall be worn at events where it will enhance the image of the CRO and his/her ability to perform his/her duties;

- (n) The CRO shall patrol and maintain a safe corridor within ½ mile radius directly surrounding the school to which he or she is assigned, including, but not limited to, other school buildings within that radius. The CRO shall be dispatched, as available, to calls for service emanating from within such a radius related to juvenile criminal activity.
12. It is understood and agreed that while the CRO will be stationed at one of the schools within the School Board's jurisdiction, the CRO shall remain an employee of the City of Newburgh Police Department, adhering to all policies and procedures of the Police Department.
13. The CRO shall report to the Main Office at the start of each work day and shall sign in on a log by the school. The CRO shall sign out at the end of each work day using the same log.
14. It is understood and agreed that the CRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.
15. The City of Newburgh Police Department shall provide the appropriate in-service training for the CRO, to enable the CRO to function efficiently. The School Board may also provide training in school policies, regulations and procedures, or additional training in other matters relating to students and their safety.
16. The City of Newburgh Police Department shall provide a standard marked patrol vehicle for the CRO, which vehicle shall be maintained by the City of Newburgh Police Department, providing among other things, fuel, tires, etc. and all expenses associated with the operation of the vehicle including insurance. The Police Department will also provide the CRO with a service weapon and ammunition and the usual and customary office supplies and forms required in the performance of the CRO's duties as a police officer. The CRO is authorized to carry a service weapon on school grounds.
17. Should the CRO program continue into future school years, it is understood and agreed that the School District shall evaluate annually the CRO Program and the performance of the CRO on forms to be developed jointly by the parties to this Agreement. Such evaluation by the School Board and the City of Newburgh Police Department shall be performed in order to evaluate the performance of the CRO in accordance with the Department rules and regulations and also to ascertain what, if anything, can be done to improve the CRO Program.
18. The City agrees to maintain at all times during the term of this Agreement a general comprehensive liability insurance policy for a minimum of

\$1,000,000 and agrees to indemnify and hold harmless the School Board and the Newburgh Enlarged City School District, its agents and employees from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the CRO or the CRO Program.

19. The School Board agrees to compensate the City for services rendered in connection with the CRO Program, in the amount of \$100,000. Such compensation shall be paid by the School Board to the City of Newburgh in monthly installments of \$10,000 per month from September 1, 2013 – June 30, 2014 commencing within thirty (30) days of ratification of this agreement by all parties.
20. The terms of this agreement are for the period commencing with the provision of such services and ending on the 31st day of August, 2014.

**BOARD OF EDUCATION OF THE
NEWBURGH ENLARGED CITY SCHOOL
DISTRICT**

**RALPH A. PIZZO
SUPERINTENDENT OF SCHOOLS**

**CITY BOARD OF THE CITY OF
NEWBURGH**

**JAMES SLAUGHTER
INTERIM CITY MANAGER
CITY OF NEWBURGH**

RESOLUTION NO.: 205 - 2013

OF

OCTOBER 15, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE A LEASE AND MAINTENANCE AGREEMENT
WITH RICOH USA, INC. FOR A RICOH MP 2501SP COPIER
FOR THE ASSESSOR'S OFFICE AT A COST OF \$124.85 PER MONTH
FOR A PERIOD OF 36 MONTHS**

WHEREAS, the City of Newburgh Assessor'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 2501 SP Copier to be the most appropriate and cost-effective alternative; and

WHEREAS, the cost of the copier is \$124.85 per month for a period of 36 months; and

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

WHEREAS, this Council has reviewed such agreement and has 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 Maintenance Agreement in substantially the same form as annexed hereto so as to acquire a RICOH MP 2501 SP Copier and related services from RICOH USA, Inc. according to the terms therein stated at the cost of \$124.85 a month for 36 months, such funds to be derived from Budget Line A.1670.0400.



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

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH MP 2501SP

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency	Advance Payment
36	\$ 108.65	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input checked="" type="checkbox"/> Other: NONE

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	Accepted by: RICOH USA, INC.
By: X _____	By: _____
Authorized Signer Signature	Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____



U.S. COMMUNITIES
EQUIPMENT SALE AND MAINTENANCE AGREEMENT
(EQUIPMENT SALES, BREAK-FIX SERVICES WITH NO ON-SITE LABOR)

CUSTOMER INFORMATION				
Legal Name	NEWBURGH, CITY OF			
Bill To Address	83 BROADWAY FL 2			
City	NEWBURGH	State	NY	Zip Code 12550-5617

This Equipment Sale and Maintenance Agreement (“Maintenance Agreement”) sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. (“Ricoh”). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the “County”) on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2016, with the option to renew for no more than six (6) years (the “Contract Period”), one year at a time, or any combination thereof (the “Contract”). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the “Order”), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. MAINTENANCE SERVICES COVERAGE. Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year’s Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) (“Normal Business Hours”), as follows (collectively, the “Maintenance Services”):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless

RICOH

otherwise agreed, consumable supplies such as toner, developer, paper, staples or supplies that are consumed in the normal operation of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. MAINTENANCE SERVICE CALLS. Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. RECONDITIONING. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

4. TERM. Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and

such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

5. MAINTENANCE CHARGES.

(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment, subject to Customer's usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer's location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer's facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE

MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

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

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. PURCHASES OF EQUIPMENT FOR CASH. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate

(in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

13. MISCELLANEOUS. This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____



[NEW YORK]

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

THIS ADDENDUM (this "Addendum"), dated as of the 16th day of September, 2013, is to that certain US Communities Master Lease Agreement no. _____ (the Agreement"), dated as of the _____ day of _____, between Ricoh USA, Inc. ("we" or "us") and _____ Newburgh, City of _____, as customer ("Customer" or "you").

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

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

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

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

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

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

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

CUSTOMER

Ricoh USA, Inc.

• X

Authorized Signature

Date

Authorized Signature

Date

Print Authorized Signer Name

Title

Print Authorized Signer Name

Title

ORDER AGREEMENT

Sale Type :LEASE

Master Maintenance and Sale Agreement Date:	NEW	Sale Type :	LEASE
---	-----	-------------	-------

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:	
<input type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate)	<input type="checkbox"/> Fixed Service Charge <input type="checkbox"/> Add to Existing Service Contract # _____
<input type="checkbox"/> PO Included PO# _____	<input type="checkbox"/> PS Service (Subject to and governed by separate Statement of Work)
<input type="checkbox"/> Syndication	<input type="checkbox"/> 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
36 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 MP 2501SP	1	Gold	2,000	\$0.0081	N/A	N/A	\$16.20

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
NETWORK & SCAN CONNECT - SEG 2	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 After Promotions:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	
Additional Provisions:		

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



EXHIBIT A

EQUIPMENT INFORMATION

Make, Model, Serial Number	MP2000/L7006540143	Contact	GLENN KURCON
Contract Number	1138123-1020049A1	Portion of Minimum Payment Attributable to Existing Equipment	\$208.40
Pick-Up Address**	83 BROADWAY	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



CUSTOMER INFORMATION

Customer Legal Name	NEWBURGH, CITY OF	Date	09/16/2013
Contact Name	GLENN KURCON	Phone	(845) 569-7324
Email	gkurcon@cityofnewburgh-ny.gov	Fax	

AMENDMENT

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

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

09/16/2013 05:23 AM

12705696





EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name: NEWBURGH, CITY OF
Contact Name: GLENN KURCON
Phone: (845) 569-7324
Address: 83 BRAODWAY
City: NEWBURGH
State: NY
Zip: 12550
Fax/Email: gkurcon@cityofnewburgh-ny.gov
Table with columns: Make, Model, Serial Number, Machine Status

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose.

Equipment Removal (Owned by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for Customer-owned equipment removals: Customer confirms that (1) Customer has good, valid and marketable title to such equipment and has satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (2) Customer has obtained any and all necessary consents and approvals required to authorize Ricoh to remove such items of equipment and to take title thereto, and (3) by this Authorization, Customer hereby transfers good and valuable title and ownership to Ricoh to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and Customer will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in Ricoh.

Equipment Removal (Leased by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

Buy Out Terms. Upon execution and delivery by Customer of a sale, lease (and related delivery and acceptance certificate), service and/or other agreement ("Agreement") between Ricoh and/or other third party, Ricoh agrees to pay to (A) the customer (and Customer hereby agrees to promptly pay such amount to the below named payee ("Payee"), or (B) the Payee identified below, an amount ("Buy Out Amount") equal to \$_____ to pay off an/or reduce Customer's obligations owing under that certain equipment lease agreement _____ for third party lease company ("Third Party Lease") between Customer and Payee relating to the equipment identified in the Third Party Lease.

THIRD PARTY LEASE - COMPANY INFORMATION

Table with fields: Payee Name, Attention To, Address, W-9 included, Third-Party Quote or Proof of Buy Out Included, Mailing Method (select one) with options: Mail Check (regular), Overnight Check

The Buy Out Amount represents the total amount payable by Ricoh for such purpose. Ricoh shall have no obligation, and does not assume any obligation, under the Third Party Lease. Customer acknowledges that Customer is solely responsible to make payments to the Payee under the Third Party lease, to return the Equipment at the appropriate time to the appropriate location as determined by the Payee, and to fulfill any and all payment and other obligations under the Third Party Lease. Customer agrees to indemnify and hold Ricoh harmless from any losses, damages, claims, suits and actions (including reasonable attorneys' fees) arising from the breach by Customer of any of its obligations contained in this authorization and/or the Third Party Lease.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____

RESOLUTION NO.: 206-2013

OF

OCTOBER 15, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE A LEASE AND MAINTENANCE AGREEMENT
WITH RICOH USA, INC. FOR A RICOH MP 2352SP COPIER
FOR THE INFORMATION TECHNOLOGY DEPARTMENT
AT THE COST OF \$225.88 FOR 36 MONTHS**

WHEREAS, the City of Newburgh Information Technology Department is in need of a new lease agreement for a copier to provide for Centralized Data Services; and

WHEREAS, a review of available equipment and systems has identified a RICOH MP 2352 SP Copier to be the most appropriate and cost-effective alternative; and

WHEREAS, the cost of the copier is \$225.88 per month for a period of 36 months; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached 36-month lease contract with RICOH USA, Inc. to provide a new RICOH MP 2352SP copier to the Information Technology Department to provide for Centralized Data Services at the cost of \$225.88 a month for 36 months, such funds to be derived from Budget Line A.1670.0400.



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

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH MP2352SP

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 36	Minimum Payment (Without Tax) \$ 181.38	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
---	--	--	--

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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**U.S. COMMUNITIES
EQUIPMENT SALE AND MAINTENANCE AGREEMENT
(EQUIPMENT SALES, BREAK-FIX SERVICES WITH NO ON-SITE LABOR)**

CUSTOMER INFORMATION				
Legal Name	NEWBURGH, CITY OF			
Bill To Address	83 BROADWAY FL 2			
City	NEWBURGH	State	NY	Zip Code 12550-5617

This Equipment Sale and Maintenance Agreement (“Maintenance Agreement”) sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. (“Ricoh”). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the “County”) on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2016, with the option to renew for no more than six (6) years (the “Contract Period”), one year at a time, or any combination thereof (the “Contract”). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the “Order”), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. MAINTENANCE SERVICES COVERAGE. Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year’s Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) (“Normal Business Hours”), as follows (collectively, the “Maintenance Services”):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless

RICOH

otherwise agreed, consumable supplies such as toner, developer, paper, staples or supplies that are consumed in the normal operation of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. MAINTENANCE SERVICE CALLS. Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. RECONDITIONING. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

4. TERM. Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and

such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

5. MAINTENANCE CHARGES.

(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment, subject to Customer's usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer's location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer's facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE

MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

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

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. PURCHASES OF EQUIPMENT FOR CASH. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate

(in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

13. MISCELLANEOUS. This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____



[NEW YORK]

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

THIS ADDENDUM (this "Addendum"), dated as of the 16th day of September, 2013, is to that certain US Communities Master Lease Agreement no. _____ (the Agreement"), dated as of the _____ day of _____, _____, between Ricoh USA, Inc. ("we" or "us") and _____, Newburgh, City of _____, as customer ("Customer" or "you").

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

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

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

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

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

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

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

CUSTOMER

Ricoh USA, Inc.

X

Authorized Signature

Date

Authorized Signature

Date

Print Authorized Signer Name

Title

Print Authorized Signer Name

Title

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:	
<input type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate) <input type="checkbox"/> PO Included PO# _____ <input type="checkbox"/> Syndication	<input type="checkbox"/> Fixed Service Charge <input type="checkbox"/> Add to Existing Service Contract # _____ <input type="checkbox"/> PS Service (Subject to and governed by separate Statement of Work) <input type="checkbox"/> 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
36 Months	MONTHLY	QUARTERLY

SHIP TO INFORMATION			
Customer Name: NEWBURGH CITY OF			
Address Line 1:	83 BROADWAY	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 MP2352SP	1	Gold	5,000	\$0.0089	N/A	N/A	\$44.50

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
NETWORK & SCAN CONNECT - SEG 2	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 After Promotions:	
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: _____



EXHIBIT A

EQUIPMENT INFORMATION

Make, Model, Serial Number	MP5001SP/V8005400226	Contact	GLENN KURCON
Contract Number	1138123-1020049ML	Portion of Minimum Payment Attributable to Existing Equipment	\$371.40
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



CUSTOMER INFORMATION

Customer Legal Name	NEWBURGH, CITY OF	Date	09/16/2013
Contact Name	GLENN KURCON	Phone	(845) 569-7324
Email	gkurcon@cityofnewburgh-ny.gov	Fax	

AMENDMENT

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:

- 1 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.
- 2 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.
- 3 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).
- 4 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

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





EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name: NEWBURGH, CITY OF
Contact Name: GLENN KURCON
Phone: (845) 569-7324
Address: 83 BROADWAY
City: NEWBURGH
State: NY Zip: 12550
Fax/Email: gkurcon@cityofnewburgh-ny.gov
Table with columns: Make (RICOH), Model (MP5001SP), Serial Number (V8005400226), Machine Status

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("RicoH") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose.

Equipment Removal (Owned by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for Customer-owned equipment removals: Customer confirms that (1) Customer has good, valid and marketable title to such equipment and has satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (2) Customer has obtained any and all necessary consents and approvals required to authorize Ricoh to remove such items of equipment and to take title thereto, and (3) by this Authorization, Customer hereby transfers good and valuable title and ownership to Ricoh to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and Customer will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in Ricoh.

Equipment Removal (Leased by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

Buy Out Terms. Upon execution and delivery by Customer of a sale, lease (and related delivery and acceptance certificate), service and/or other agreement ("Agreement") between Ricoh and/or other third party, Ricoh agrees to pay to (A) the customer (and Customer hereby agrees to promptly pay such amount to the below named payee ("Payee"), or (B) the Payee identified below, an amount ("Buy Out Amount") equal to \$ _____, to pay off an/or reduce Customer's obligations owing under that certain equipment lease agreement _____ for third party lease company ("Third Party Lease") between Customer and Payee relating to the equipment identified in the Third Party Lease.

THIRD PARTY LEASE - COMPANY INFORMATION

Payee Name:
Attention To:
Address:
W-9 included
Third-Party Quote or Proof of Buy Out Included
Mailing Method: (select one) Mail Check (regular) Overnight Check

The Buy Out Amount represents the total amount payable by Ricoh for such purpose. Ricoh shall have no obligation, and does not assume any obligation, under the Third Party Lease. Customer acknowledges that Customer is solely responsible to make payments to the Payee under the Third Party lease, to return the Equipment at the appropriate time to the appropriate location as determined by the Payee, and to fulfill any and all payment and other obligations under the Third Party Lease. Customer agrees to indemnify and hold Ricoh harmless from any losses, damages, claims, suits and actions (including reasonable attorneys' fees) arising from the breach by Customer of any of its obligations contained in this authorization and/or the Third Party Lease.

CUSTOMER

By:
Name:
Title:
Date:

RICOH USA, INC.

By:
Name:
Title:
Date:

RESOLUTION NO.: 207 - 2013

OF

OCTOBER 15, 2013

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE
NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY
SERVICES NY RISING HAZARD MITIGATION GRANT PROGRAM FOR THE
QUASSAICK CREEK CORRIDOR RESTORATION PROJECT IN CONNECTION WITH
THE WEST TRUNK SEWER IMPROVEMENTS PROJECT
IN AN AMOUNT UP TO \$2,673,750.00 WITH A 25 PERCENT MATCH

WHEREAS, by Resolution No. 187-2012 of October 22, 2012, this Council authorized the issuance of bonds in the amount of \$9,144,000.00 and appropriated said amount for the emergency reconstruction of the West Trunk Sewer Line and related improvements; and

WHEREAS, the City has secured long and short-term financing of the emergency reconstruction of the West Trunk Sewer Line and related improvements through New York State Environmental Facilities Corporation; and

WHEREAS, the New York State Division of Homeland Security and Emergency Services (DHSES) offers grant funding through its NY Rising Hazard Mitigation Grant Program (HMGP) to support local hazard mitigation planning and long-term hazard mitigation measures to reduce the loss of life and damage to improved property from natural disasters; and

WHEREAS, the City of Newburgh has submitted a Letter of Intent to apply for HMGP for the Quassaick Creek Stream Corridor Restoration Project (the "Project"), which is part of the West Trunk Sewer Improvements Project, and has been invited by DHSES to submit a full application for grant funding for the Project; and

WHEREAS, the estimated total cost of the Project is \$3,565,000.00, of which the HMGP funds will provide up to \$2,673,750.00, which is 75% reimbursement of total eligible costs, and the remaining costs of \$891,250.00 to be provided by the City match of 25%; and

WHEREAS, funding for the City's 25% match shall be derived from HG1.8130.0200.8200.2013; and

WHEREAS, this Council has determined that applying for and accepting the grant funds if awarded 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 he is hereby authorized to apply for and accept if awarded a grant from the New York State Division of Homeland Security and Emergency Services NY Rising Hazard Mitigation Grant Program in an amount up to \$2,673,750.00 with a 25 percent match, and upon the award of such grant funds to enter into and execute a documents and contracts with the New York State Division of Homeland Security and Emergency Services for such financial assistance to the City of Newburgh for said purposes and further, to carry out and comply with the terms of such project agreement(s).

RESOLUTION NO.: 208 - 2013

OF

OCTOBER 15, 2013

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A CONTRACT WITH BARTON & LOGUIDICE, P.C. FOR PROFESSIONAL ENGINEERING SERVICES TO ASSIST THE CITY OF NEWBURGH IN MAKING APPLICATION TO NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES NY RISING HAZARD MITIGATION GRANT PROGRAM FOR THE QUAISSAICK CREEK CORRIDOR RESTORATION PROJECT IN CONNECTION WITH THE WEST TRUNK SEWER IMPROVEMENTS PROJECT AT A COST NOT TO EXCEED FIVE THOUSAND DOLLARS

WHEREAS, by Resolution No. 187-2012 of October 22, 2012, this Council authorized the issuance of bonds in the amount of \$9,144,000.00 and appropriated said amount for the emergency reconstruction of the West Trunk Sewer Line and related improvements; and

WHEREAS, the City has secured long and short-term financing of the emergency reconstruction of the West Trunk Sewer Line and related improvements through New York State Environmental Facilities Corporation; and

WHEREAS, the New York State Division of Homeland Security and Emergency Services (DHSES) offers grant funding through its NY Rising Hazard Mitigation Grant Program (HMGP) to support local hazard mitigation planning and long-term hazard mitigation measures to reduce the loss of life and damage to improved property from natural disasters; and

WHEREAS, the City of Newburgh has submitted a Letter of Intent to apply for HMGP for the Quassaick Creek Stream Corridor Restoration Project, which is part of the West Trunk Sewer Improvements Project, and has been invited by DHSES to submit a full application for grant funding for the Project; and

WHEREAS, Barton & Loguidice, P.C. has prepared a proposal for the scope of professional engineering services necessary to complete the application for the grant funding at a cost not to exceed \$5,000.00, which is attached hereto and made part hereof; and

WHEREAS, funding for such services shall be derived from HG1.8130.0400.8200.2013; and

WHEREAS, this Council has determined that entering into such contract is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that the Interim City Manager is hereby authorized to execute an agreement for professional engineering services with Barton & Loguidice, P.C. for the scope of work outlined in the proposal dated October 2, 2013 in an amount not to exceed \$5,000.00, with other provisions as Corporation Counsel may require, for assistance with the application for New York State Division of Homeland Security and Emergency Services NY Rising Hazard Mitigation Grant Program for the Quassaick Creek Stream Corridor Restoration Project.

RESOLUTION NO.: 209 - 2013

OF

OCTOBER 15, 2013

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES NY RISING HAZARD MITIGATION GRANT PROGRAM FOR THE WATER TRANSMISSION MAIN QUASSAICK CREEK CROSSING PROTECTION PROJECT IN AN AMOUNT UP TO \$825,000.00 WITH A 25 PERCENT MATCH

WHEREAS, the City of Newburgh has a 20 inch and 30 inch water main in the area of Little Britain Road in the Quassaick Creek Stream Corridor which are exposed to the elements and subject to erosion and further damage; and

WHEREAS, the City proposes to relocate the water mains below ground through the Water Transmission Main Quassaick Creek Crossing Protection Project; and

WHEREAS, the New York State Division of Homeland Security and Emergency Services (DHSES) offers grant funding through its NY Rising Hazard Mitigation Grant Program (HMGP) to support local hazard mitigation planning and long-term hazard mitigation measures to reduce the loss of life and damage to improved property from natural disasters; and

WHEREAS, the City of Newburgh has submitted a Letter of Intent to apply for HMGP for the Water Transmission Main Quassaick Creek Crossing Protection Project (the "Project") and has been invited by DHSES to submit a full application for grant funding for the Project; and

WHEREAS, the estimated total cost of the Project is \$1,100,00.00, of which the HMGP funds will provide up to \$825,000.00, which is 75% reimbursement of total eligible costs, and the remaining costs of \$275,000.00 to be provided by the City match of 25%; and

WHEREAS, funding for the City's 25% match shall be derived from the Water Fund; and

WHEREAS, this Council has determined that applying for and accepting the grant funds if awarded 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 he is hereby authorized to apply for and accept if awarded a grant from the New York State Division of Homeland Security and Emergency Services NY Rising Hazard Mitigation Grant Program in an amount up to \$825,000.00 with a 25 percent match, and upon the award of such grant funds to enter into and execute a documents and contracts with the New York State Division of Homeland Security and Emergency Services for such financial assistance to the City of Newburgh for said purposes and further, to carry out and comply with the terms of such project agreement(s).

RESOLUTION NO.: 210 - 2013

OF

OCTOBER 15, 2013

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A CONTRACT WITH BARTON & LOGUIDICE, P.C. FOR PROFESSIONAL ENGINEERING SERVICES TO ASSIST THE CITY OF NEWBURGH IN MAKING APPLICATION TO NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES NY RISING HAZARD MITIGATION GRANT PROGRAM FOR THE WATER TRANSMISSION MAIN QUASSAICK CREEK CROSSING PROTECTION PROJECT AT A COST NOT TO EXCEED FIVE THOUSAND DOLLARS

WHEREAS, the City of Newburgh has a 20 inch and 30 inch water main in the area of Little Britain Road in the Quassaick Creek Stream Corridor which are exposed to the elements and subject to erosion and further damage; and

WHEREAS, the City proposes to relocate the water mains below ground through the Water Transmission Main Quassaick Creek Crossing Protection Project; and

WHEREAS, the New York State Division of Homeland Security and Emergency Services (DHSES) offers grant funding through its NY Rising Hazard Mitigation Grant Program (HMGP) to support local hazard mitigation planning and long-term hazard mitigation measures to reduce the loss of life and damage to improved property from natural disasters; and

WHEREAS, the City of Newburgh has submitted a Letter of Intent to apply for HMGP for the Water Transmission Main Quassaick Creek Crossing Protection Project and has been invited by DHSES to submit a full application for grant funding for the Project; and

WHEREAS, Barton & Loguidice, P.C. has prepared a proposal for the scope of professional engineering services necessary to complete the application for the grant funding at a cost not to exceed \$5,000.00, which is attached hereto and made part hereof; and

WHEREAS, funding for such services shall be derived from the Water Fund; and

WHEREAS, this Council has determined that entering into such contract is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that the Interim City Manager is hereby authorized to execute an agreement for professional engineering services with Barton & Loguidice, P.C. for the scope of work outlined in the proposal dated October 2, 2013 in an amount not to exceed \$5,000.00, with other provisions as Corporation Counsel may require, for assistance with the application for New York State Division of Homeland Security and Emergency Services NY Rising Hazard Mitigation Grant Program for the Water Transmission Main Quassaick Creek Crossing Protection Project.

RESOLUTION NO.: 211 - 2013

OF

OCTOBER 15, 2013

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES NY RISING HAZARD MITIGATION GRANT PROGRAM FOR THE COMBINED SEWER OVERFLOW REGULATOR 2 UPGRADES PROJECT IN CONNECTION WITH THE CITY OF NEWBURGH'S COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN IN AN AMOUNT UP TO \$375,000.00 WITH A 25 PERCENT MATCH

WHEREAS, by Resolution No. 219-2011 of October 24, 2011, the City Council authorized the City Manager to enter into an Order on Consent to settle an enforcement action by the New York State Department of Environmental Conservation for failure to develop a Phase I Long Term Control Plan ("LTCP") for the City's Combined Sewer Overflow System in connection with the SPDES permit NY No. 0026310; and

WHEREAS, by Resolution No. 173-2011 of September 12, 2011, the City Council authorized the City Manager to execute a contract with Arcadis/Malcolm Pirnie, Inc. to prepare and develop an LTCP for the City's Combined Sewer Outfalls; and

WHEREAS, Arcadis/Malcolm Pirnie, Inc. has prepared LTCP with Combined Sewer Overflow ("CSO") control alternatives in the form of five project proposals along with a cost/benefit analysis, recommendation and preliminary affordability analysis and which require upgrades and repairs to CSO Regulator 2; and

WHEREAS, the New York State Division of Homeland Security and Emergency Services (DHSES) offers grant funding through its NY Rising Hazard Mitigation Grant Program (HMGP) to support local hazard mitigation planning and long-term hazard mitigation measures to reduce the loss of life and damage to improved property from natural disasters; and

WHEREAS, the City of Newburgh has submitted a Letter of Intent to apply for HMGP for the CSO Regulator 2 Upgrades Project (the "Project") and has been invited by DHSES to submit a full application for grant funding for the Project; and

WHEREAS, the estimated total cost of the Project is \$500,00.00, of which the HMGP funds will provide up to \$375,000.00, which is 75% reimbursement of total eligible costs, and the remaining costs of \$125,000.00 to be provided by the City match of 25%; and

WHEREAS, funding for the City's 25% match shall be derived from the Sewer Fund; and

WHEREAS, this Council has determined that applying for and accepting the grant funds if awarded 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 he is hereby authorized to apply for and accept if awarded a grant from the New York State Division of Homeland Security and Emergency Services NY Rising Hazard Mitigation Grant Program in an amount up to \$375,000.00 with a 25 percent match, and upon the award of such grant funds to enter into and execute a documents and contracts with the New York State Division of Homeland Security and Emergency Services for such financial assistance to the City of Newburgh for said purposes and further, to carry out and comply with the terms of such project agreement(s).

RESOLUTION NO.: 212 - 2013

OF

OCTOBER 15, 2013

A RESOLUTION APPROVING THE CONSENT JUDGMENTS AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENTS IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. 2012-6183 AND 2013-5444, INVOLVING SECTION 36, BLOCK 4, LOTS 3.1, 4, 19 AND 20 (AFSW REALTY LLC)

WHEREAS, AFSW Realty, LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2012-2013 and 2013-2014 tax assessment years bearing Orange County Index Nos. 2012-6183 and 2013-5444; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Richard B. Golden, Esq. of Burke, Miele & Golden, LLP, Special Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, AFSW Realty, LLC is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 36-4-3.1 be reduced to a market value of \$ 20,000.
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 36-4-3.1 be reduced to a market value of \$ 20,000.
- 3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 36-4-4 be reduced to a market value of \$ 190,000.
- 4- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 36-4-4 be reduced to a market value of \$ 190,000.
- 5- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 36-4-19 be reduced to a market value of \$ 10,500.
- 6- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 36-4-19 be reduced to a market value of \$ 10,500.
- 7- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 36-4-20 be reduced to a market value of \$ 9,500.
- 8- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 36-4-20 be reduced to a market value of \$ 9,500.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlements as set forth and described above and in the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that James Slaughter, Interim City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Richard B. Golden, Esq. on behalf of Burke, Miele & Golden, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall execute the attached Consent Judgment on behalf of the City of Newburgh, and Richard B. Golden, Esq., as Special Counsel, and counsel for the Petitioner shall present such Consent Judgment to the Orange County Supreme Court for approval pursuant to the aforesaid laws.

SUPREME COURT – STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
AFSW REALTY LLC,

Petitioner,

CONSENT JUDGMENT

- against -

**Index Nos. 2012-6183
2013-5444**

THE BOARD OF ASSESSORS AND THE
BOARD OF ASSESSMENT REVIEW OF THE
CITY OF NEWBURGH,

Respondents.

-----X
PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2012-2013 and 2013-2014, as follows:

Tax Map No. 36-4-3.1

be reduced in market value from \$23,000.00 and \$23,000.00, respectively to a market value of \$20,000.00 and \$20,000.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2012-2013 and 2013-2014, as follows:

Tax Map No. 36-4-20

be reduced in market value from \$10,100.00 and \$10,100.00, respectively to a market value of \$9,500.00 and \$9,500.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2012-2013 and 2013-2014, as follows:

Tax Map No. 36-4-19

be reduced in market value from \$12,300.00 and \$12,300.00, respectively to a market value of \$10,500.00 and \$10,500.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2012-2013 and 2013-2014, as follows:

Tax Map No. 36-4-4

be reduced in market value from \$219,900.00 and \$206,200.00, respectively to a market value of \$190,000.00 and \$190,000.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioner's real property taxes on said parcels above described for the 2012-2013 and 2013-2014 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market values; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amounts, if any, paid as City taxes and City Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the County of Orange, the amounts, if any, paid as County taxes and County Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the Newburgh City School District, the amounts, if any, paid as School District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be no interest paid or credited in connection with this Consent Judgment provided any refund due is made within sixty (60) days of the service of notice of entry of this Consent Judgment; and it is further,

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: October ____, 2013
 Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

HON. JAMES SLAUGHTER
Interim City Manager
Dated:

ANDREW MAHONY, ESQ.
Attorney for the Petitioner
Dated:

HON. JOANNE MAJEWSKI
Assessor
Dated:

RICHARD B. GOLDEN, ESQ.
Burke, Miele & Golden, LLP
Attorney for Respondents
Dated:

RESOLUTION NO.: 213 - 2013

OF

OCTOBER 15, 2013

A RESOLUTION TO PROVIDE INSURANCE AND THE CITY'S TAX ID TO THE
NEWBURGH ILLUMINATED FESTIVAL

WHEREAS, the Newburgh Illuminated Festival will be held in 2014; and

WHEREAS, the Newburgh Illuminated Festival is an event designed to celebrate the rich history of the City as well as the great cultural diversity, to bring city residents together in celebration, to "illuminate" and market the great assets of the City, to bring new people into the City thus resulting in increased tourism, new business and positive regional perception, and

WHEREAS, this City Council finds that supporting the Newburgh Illuminated Festival as a City-sponsored event is in the best interests of the residents of the City of Newburgh and that cooperation between the Festival organizers and the City creates the greatest opportunity for success; and

WHEREAS, the organizers of the Newburgh Illuminated Festival have requested that the City Council support the Festival as a partnership between the City of Newburgh and the festival organizers.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby supports the Newburgh Illuminated Festival as a City event with no City government financing and that such support be limited to providing insurance coverage for the event and the use of the City's Federal tax identification number for the purposes of applying for grant funds to support the event unless additional support is specifically approved by the Council members and the cost of any services provided by the City staff and departments are paid for by funds raised by the Festival organizers.

RESOLUTION NO.: 214 - 2013

OF

OCTOBER 15, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO
ENTER INTO A LICENSE AGREEMENT WITH EBENEZER BAPTIST CHURCH FOR
USE OF THE ACTIVITY CENTER AND PARKING LOT LOCATED IN
THE DELANO-HITCH RECREATION PARK**

WHEREAS, the City of Newburgh and Ebenezer Baptist Church have expressed an interest in continuing to support the Dynamic Approach Marching Band (the DAMB); and

WHEREAS, Ebenezer Baptist Church has agreed to administer the DAMB and the City has agreed to loan instruments to the DAMB and provide rehearsal space in the Activity Center and parking lot located in the Delano-Hitch Recreation Park, which use will require a license agreement which the term of said license shall be one year and which may be renewed for successive one year terms by the parties as set forth in the license agreement, a copy of which is annexed hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license agreement and finds that entering into the same would be in the best interests of the City of Newburgh and the community alike;

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 license agreement with Ebenezer Baptist Church for the use of the Activity Center and parking lot located within the Delano-Hitch Recreation Park and to loan instruments to the Dynamic Approach Marching Bank in substantially the same form and on the terms and conditions contained in the attached license agreement, including such other terms and conditions as may be deemed appropriate and necessary by the Interim City Manager and /or the Corporation Counsel in order to carry-out the subject transaction.

LICENSE AGREEMENT

This Agreement made this _____ day of _____ 2013, between the CITY OF NEWBURGH, a municipal corporation having its principal offices at City Hall, 83 Broadway, Newburgh, NY 12550 (hereinafter referred to as "LICENSOR" or "CITY) and EBENEZER BAPTIST CHURCH, a not-for-profit religious corporation organized and existing under the laws of the State of New York, having its principal place of business at _____, Newburgh NY 12550 (herein referred to as "LICENSEE").

WITNESSETH:

WHEREAS, LICENSOR owns property known as the Delano-Hitch Recreation Park, located at 401 Washington Street, Newburgh, New York, hereinafter referred to as the "PREMISES"; and

WHEREAS, LICENSEE desires the license or privilege of use of the Activity Center and parking lot of the Premises for the purpose of continuing the Dynamic Approach Marching Band; and

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

NOW THEREFORE, in pursuance of said agreement and in consideration of ONE AND NO/100 (\$1.00) DOLLAR paid by each of said parties to each other, receipt of which is hereby acknowledged and of the mutual covenant, agreements, conditions, and stipulations herein contained, it is mutually covenanted, stipulated and agreed by and between the parties hereto as follows:

1. PREMISES:

LICENSOR does hereby grant unto LICENSEE use of the Activity Center and parking lot located at the Delano-Hitch Recreation Park for rehearsals and other activities related to the Band according to the terms and conditions as hereinafter provided.

2. TERM:

The license granted hereunder shall be for a term of one (1) year, commencing upon the date this Agreement shall be properly executed by both parties, unless earlier terminated by either or both parties as provided herein.

3. CONSIDERATION:

The consideration shall be ONE AND No/100 (1.00) DOLLAR payable by each party to the other upon execution of this License Agreement, and all such other covenants, promises and understandings provided herein.

4. RENEWAL

This Agreement may be renewed for additional terms of one (1) year by mutual written consent of both parties by giving notice as specified herein of its intention to renew this Agreement. Such notice must be given in writing no less than one (1) month prior to the expiration of this Agreement or of any renewal extension hereunder.

For each and every renewal hereunder, each party shall pay to the other the sum of ONE AND No/100 (1.00) DOLLAR.

5. LIABILITY/INSURANCE:

A. LICENSOR and LICENSEE each agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this agreement. The parties agree to cooperate in good faith to resolve any claims promptly and wherever appropriate without litigation.

B. LICENSOR and LICENSEE shall at all times during the term of this Agreement maintain and keep in force comprehensive general liability insurance. LICENSOR shall at all times during the term of this Agreement maintain and keep in force property and casualty insurance covering the Premises.

6. USE AND OCCUPANCY:

LICENSEE shall use and occupy the Premises in a careful, safe and proper manner, and shall not occupy or use said premises or permit the same to be occupied or used for any purpose or business which is unlawful and shall comply with all lawful requirements of all current laws, ordinances, rules and regulations of all governmental authorities pertaining to the use and occupancy of the Premises and according to the following conditions:

- a. Provide a written schedule of all rehearsals, programs and other uses of the facility to the City Manager or his designee during the term of the Agreement. A failure to do so may result in City canceling any or all such program(s).
- b. No programs or other uses may be scheduled to start after 8:00 p.m.

If to LICNESEE: Ebenezer Baptist Church
Newburgh, NY 12550
Attn:

With copies to:

Attn:

9. ENFORCEABILITY:

Should any provision of this Agreement be deemed unenforceable for any reason, the remainder of this Agreement shall continue in effect so long as the purpose of this Agreement is not nullified by the absence of such provision.

10. NON-ASSIGNMENT:

LICENSEE shall not have the right to assign this Agreement without prior written approval of LICENSOR.

11. INVALIDITY OF PROVISIONS:

If any term or provision of this Easement Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

12. HEADINGS:

It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement, or in any way affect this Agreement.

13. ENTIRE AGREEMENT:

This Agreement contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or part unless such agreement is in writing and signed by both parties.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have signed
this Agreement below.

(date)

CITY OF NEWBURGH, LICENSOR

By: _____

JAMES A. SLAUGHTER
Interim City Manager

(date)

EBENEZER BAPTIST CHURCH,
LICENSEE

By: _____