



City of Newburgh Council Work Session

6:00 pm

February 9, 2012

AGENDA

1. Presentation:

- a. St. Luke's Cornwall Hospital will present their plan for a Cardiac Care Center Awareness Run/Walk on April 22, 2012

2. Review of Monday night's Council Meeting Agenda:

- a. Black History Month presentations and proclamation
- b. Proclamation regarding National Salute to Veteran Patients Feb. 12-18
- c. Approval of the minutes of the work session of January 19 and the City Council meeting of January 23, 2012
- d. Claims

3. Planning and Development/Community Development & Real Estate:

- a. (Res. 18) Workforce Development Agreement extension
- b. Request to return property located at 12 Clark Street, purchased at the April 14, 2011 auction to the City (see copy of request included).
- c. Request to return property located at 31 Lutheran Street, purchased at the April 14, 2011 auction to the City (see copy of request included).
- d. Discussion of City and IDA partnership
- e. (Res. 19) Agreement with the IDA to receive 2012 CDBG funds in order to carry out special economic development projects.

4. Grants and Agreements:

- a. (Res. 20) Lease agreement with Ikon Office Solutions to lease a copier for the 2nd Floor of City Hall. Current lease is expiring.
- b. (Res. 21) Inter-municipal agreement with Orange County for the digital signage improvement project
- c. (Res. 22) Agreement with the Office of Cyber Security to join and participate in the New York State Geographic Information Systems Cooperative Data Sharing Program.

5. Discussion Items:

- a. (Res. 23) Citizens Advisory Committee Membership Appointments and Re-Appointments
- b. Snow Emergency Regulations and Procedures
- c. Boards and Commissions
- d. 2012 Goals and Objectives
- e. Operation of the Aquatic Center Summer 2012 Season
- f. Authorization to create a deputy chief position
- g. (Res. 24) Home Rule Request regarding the establishment of an administrative tribunal to hear and determine parking, standing and stopping violations

6. Executive Session:

- a. Pending Litigation
- b. Matters pertaining to the appointment of a particular individual

RESOLUTION NO.: 18 - 2012

OF

FEBRUARY 14, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN EXTENSION OF A CONTRACT
WITH WORKFORCE DEVELOPMENT INSTITUTE
TO PROVIDE SERVICES IN CONNECTION WITH
NEWBURGH BUILDS NEWBURGH PROGRAMS TO SERVE
LOW INCOME FAMILIES AND PERSONS WITH IDENTIFIED
BARRIERS TO EMPLOYMENT
AT NO EXTRA COST TO THE CITY

WHEREAS, the City Council has by Resolution No. 185-2011 of September 12, 2011 authorized contract with Workforce Development Institute ("WDI") to provide services in connection with Newburgh Builds Newburgh Programs to serve low income families and persons with identified barriers to employment; and

WHEREAS, the term of the contract for such services was effective through December of 2011; and

WHEREAS, WDI has requested an extension to complete the work of the contract until April 30, 2012; and

WHEREAS, such services shall be provided at no additional cost to the City of Newburgh; and

WHEREAS, this Council has determined that extending such an agreement is in the best interests of the City of Newburgh and its residents and citizens alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an extension of a contract with Workforce Development Institute to provide services in connection with Newburgh Builds Newburgh Programs to serve low income families and persons with identified barriers to employment.



City of Newburgh
DEPARTMENT OF PLANNING & DEVELOPMENT
City Hall – 83 Broadway
Newburgh, New York 12550

TEL: (845) 569-9400

FAX: (845) 569-9700

February 3, 2012

To: Richard F. Herbek, City Manager

From: Courtney Kain, Community Development Director 

Cc: Ian MacDougall, Acting Director Planning & Development
Michelle Kelson, Corporation Counsel
Cheryl Gross, Comptroller

Attached is a request for an extension related to the Workforce Development Institutes (WDI) contract for services related to Phase I assessment and program development. The request is to extend the deadline to April 30th 2012.

WDI will be available to present to the City Council at the February 9th work session to provide an update of the work plan, strategy, what phase I entails and how recommendations for phase II will proceed.

WDI's Mr. Steven Traver, Director of Vocational Services and Mary Jane Bertram, Hudson Valley Regional Director will also introduce Ms. Latoya Johnson to the council as the project coordinator. Ms. Johnson is a native Newburgher, a graduate of Mount Saint Mary College and has extensive experience in the development of similar programs and partnerships.

We look forward to moving this component together and moving toward a Phase II product. If you have any questions please do not hesitate letting me know.

RESOLUTION NO.: 185 - 2011
OF
SEPTEMBER 12, 2011
A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A CONTRACT WITH WORKFORCE DEVELOPMENT
INSTITUTE AT A COST OF \$29,573.00
TO PROVIDE SERVICES IN CONNECTION WITH
NEWBURGH BUILDS NEWBURGH PROGRAMS TO SERVE
LOW INCOME FAMILIES AND PERSONS WITH IDENTIFIED
BARRIERS TO EMPLOYMENT

WHEREAS, the Workforce Development Institute (hereinafter "WDI") provides education and training and workforce development programs supporting working families across New York State; and

WHEREAS, "WDI" has operated Real JOBS NY, a vocational service program, since 2006; and

WHEREAS, "WDI's" Real JOBS NY program has a proven record of placing and supporting individuals with disabilities, mental illness and other significant barriers in employment; and

WHEREAS, Newburgh Builds Newburgh (hereinafter "NBN") desires WDI's performance of the services described on Exhibit A ("Scope of Work") for NBN in connection with those programs that will serve low income families and persons with identified barriers to employment; and

WHEREAS, WDI has represented to NBN that it is competent, willing and able to perform such services for NBN; and

WHEREAS, such services shall include recruitment and hiring of the Program Coordinator, establishment of specific selection and assessment criteria within the Newburgh population, review caseloads and establish enrollment, engagement and reporting requirements and protocols with community organizations; and

WHEREAS, the term of the contract for such services shall be effective through December of 2011; and

WHEREAS, such services shall be provided at a cost of Twenty Nine Thousand five Hundred Seventy Three and 00/100 (\$29,573.00) Dollars; and

WHEREAS, such funds shall be derived from the unrestricted Section 108 Fund Balance, Account CD.0000.0200.0009; and

WHEREAS, this Council has determined that entering into such an agreement is in the best interests of the City of Newburgh and its residents and citizens alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a contract with Workforce Development Institute to provide services in connection with Newburgh Builds Newburgh Programs to serve low income families and persons with identified barriers to employment.

PROJECT PROPOSAL

THE WORKFORCE DEVELOPMENT INSTITUTE AND THE CITY OF NEWBURGH TO ADDRESS BARRIERS TO EMPLOYMENT FOR FAMILY ASSISTANCE, SAFETY NET AND LOW INCOME FAMILIES AND INDIVIDUALS

I. Executive Summary

1. Phase One

- Budget of \$29,573
- August through December 2011
- Recruit and hire one part-time Program Coordinator
- Establish specific selection and assessment criteria within the Newburgh population in partnership with 'Newburgh Builds Newburgh' Steering Committee,
- Review caseloads with local social service districts,
- Establish enrollment, engagement and reporting requirements
- Establish communication and referral protocols with community organizations.

2. Phase 2: Dependent on available resources and success of Phase 1

- Budget to be determined
- One full-time Program Coordinator and one full-time Vocational Counselor
- Utilize WDI's Real JOBS NY program model for program services
- Enroll 100 and place 50 in employment
- Utilize program support strategies post-employment

The Workforce Development Institute's mission is to improve the lives of working families across NYS. WDI offers programs in education and training, economic development, family support, disabled and dislocated worker services and cultural enrichment. One of the programs offered is the Real Jobs NY program in collaboration with community colleges in the capital region and western NY.

The RealJOBS NY program was developed by WDI in response to the need for individualized case management services for individuals experiencing significant barriers to employment. Beginning in 2006, the program has expanded to four community colleges around the state and has enabled hundreds of individuals to obtain long-term competitive employment. The RealJOBS model differs from other approaches in that it provides a person centered service environment and utilizes an intensive case management approach.

It is an economic necessity that New Yorkers with significant barriers to employment have the opportunity to enter the workforce in greater numbers.

Despite the expenditure of hundreds of millions of dollars by federal and state government in workforce training for New Yorkers with these barriers the employment rate for this population has declined from 32% to 22.6% from 1991 to 2004.

A concept called "Newburgh Builds Newburgh" was drafted by a steering committee who sought short and long term solutions to the many needs of Newburgh's economically disadvantaged residents. Representatives from Newburgh participated in a discussion at the offices of the Workforce Development Institute, Inc. in May of 2011. The meeting was intended to discuss ways in which WDI might collaborate with the City of Newburgh to develop vocational services to meet the needs of the City in serving its disadvantaged and unemployed population. The proposal outlined below is intended to begin the process of identifying specific needs and designing program services for those individuals by implementing the RealJOBS NY program model as created by the Workforce Development Institute and outlined above. This program strengthens efforts by the City of Newburgh to enable individuals to participate fully in the labor market through education, training, systemic supports and sustainable employment. The missions of the Workforce Development Institute, the City of Newburgh and its community based partners all focus on preparation of individuals for work, retraining, financial independence and thereby economic development of the community all of which can be funded using Community Development Block Grant funding. Each brings a unique network of resources and expertise to the task. Still there are a significant number of people with persistent and significant barriers who have not been successful in moving to independent employment. Physical and mental health conditions, low education levels, language barriers, substance abuse, harsh economic conditions and difficulty accessing support services are the most prevalent barriers to employment in Newburgh and adjoining communities.

This program proposes to bring the resources and expertise of WDI and the City of Newburgh together with the supports available in the community to address the special needs of people identified by this program to enable them to achieve and to maintain employment. This will be accomplished in two phases.

Phase One;

The initial phase of the program would involve WDI establishing a program office in the city, staffed by a part-time Program Coordinator. The Program Coordinator would work for the remainder of 2011 with the goal of developing and/or expanding service capacity in the city, assessing the TANF caseload characteristics and identifying individuals with significant barriers to employment, creating awareness of the program in the community and establish connections to existing support systems such as local Disability Resource Coordinators, local business and labor organizations, and other local CBOs. Regular meetings of the Newburgh Builds Newburgh steering committee will be held in which program progress reports are presented. The committee, in partnership with the Workforce Development Institute, will also seek to identify appropriate funding sources to continue the program into 2012 and beyond. These reports and the successful

achievement of program milestones will determine whether the program continues into phase two.

Phase Two;

Often barriers such as learning disabilities, mental illness, illiteracy and others go undetected resulting in failed attempts at training and employment. This program will: provide individual screening and assessment to identify barriers and services needed to address them. Individuals will be selected for this program based on the match of individual needs and available training and support services. Services provided to individuals may include education and or job training and most importantly individualized services or supports targeted to overcome the barriers associated with their unemployment.

To enable services to individuals to commence, the program will be expanded by increasing the case management services offered. The hours of the Program Coordinator will be increased to full time and a full time Vocational Counselor will be added. The program will coordinate the application of resources of the city and the community at large, track the individuals in programs and report status and outcomes to WDI Vocational Services, the WDI Regional Director and the NBN Steering Committee. In addition to the program's unique services offered under the RealJOBS model, program staff will use the services, expertise and resources of many community agencies such as the Independent Living Centers, the Commission for the Blind and Visually Handicapped, the New York State Educational Department, the One Stop Employment Centers, WDI Regional Office, and Community Rehabilitation Providers.

The WDI Director of Vocational Services will monitor the entire program in coordination with the WDI Regional Director, working to support the program staff and NBN steering committee, trouble shooting as needed. The Director will gather data and prepare quarterly and final reports on the status and outcomes of the project.

II. Services to be Provided

- **Experience of the Organization.**

The Workforce Development Institute provides education and training and workforce development programs supporting working families across New York State. WDI has existing relationships with SUNY and the community colleges, the Department of Labor, the NYS OCFS and OTDA, NYSEDA, and with private industry associations and labor unions. WDI gathers workforce intelligence that is used to develop education and training, economic development, and family support programs across New York State through its eight regional offices. WDI operates the Child Care Facilitated Enrollment Program that enables lower income families to work and provide quality care for their children. The WDI regional offices have existing relationships with local Workforce Investment Boards, Area Labor Federations, colleges and local treatment and training programs. WDI provides education and training services and participate in development of regional economic development strategies. Collectively WDI and the regional offices bring education and training experience, expertise and established relationships with community organizations essential to meet the needs of the community

workforce.

WDI Vocational Services have gained much experience in working with individuals with disabilities. This program will expand and build on this resource to serve clients with myriad barriers to employment. The Newburgh program will work closely with WDI's regional office to focus training and work experience programs targeted at local workforce needs. They will also bring an array of education and training programs that would be supplemented by support services available in the community to meet the unique needs of the individual recipients. Support service might include but not be limited to child care, transportation, remedial education, mental health services, substance abuse services, counseling, interpreters, readers, materials on tape, assistive technology housing supports, budgeting.

WDI will use its economic development sector analysis and community audit skills, regional offices, strategic alliances and cooperative relationships with NYSDOL, local Workforce Investment Boards (WIB) along with other educational and economic development entities to identify and design services and to target services and supports to meet individual's needs. WDI will work closely with county social services departments to identify eligible individuals and the community colleges to design specific work and training opportunities for these individuals. All services would be delivered in close collaboration with the social service districts to make the most efficient use of resources and to avoid any duplication of effort or expense.

This program will supplement and compliment other programs serving recipients with significant barriers to employment. It will be selective in matching individuals' needs to available services and supports and to local labor market opportunities.

This program would couple the experience of the Workforce Development Institute, its regional offices and local resources. The program will target some of the most difficult cases in the Newburgh population that otherwise present a high likelihood for failure and focus job training and support services to eliminate barriers to employment.

- **Goals and Objectives for Phase Two (2012)**

The goal of the project is to assess a sufficient number of recipients to enroll a total of 100 persons, 50 of whom will be placed in employment.

Assessments will identify barriers to employment and associated limitations that require remediation or accommodation. The assessments would evaluate education level, work history and skill, aptitude and interest, family circumstances and resources and identify barriers to employment that must be resolved such as child care, transportation.

Based on assessment data individuals enrolled would meet with the Vocational Counselor who, using the RealJOBS NY supports services, its job training programs and Educational Opportunity Center and community services such as the WDI regional offices, The One Stops, State VR, Independent Living Center, Community Rehabilitation Facilities and others, would prepare a person centered program plan with the recipient. The program plan will lay out job placement objective and the necessary services and supports as well as the individual's planned

level of engagement in all appropriate education, training, community service or work experience and the time frame for these activities. The program plan will also include goals for post employment support requirements to allow the individual to sustain employment. Once approved by the individual participant the plan would be implemented and monitored by the Program Coordinator with periodic reports to the director.

The program goal for overall placement outcomes is 50% (individual entering unsubsidized employment).

- **Program/Service Design**

This program will address the hard to serve population, those facing multiple barriers to employment using WDI's Real JOBS NY model. It will bring to together a unique combination of organizations and expertise, organized labor, community colleges, and community rehabilitation and employment services and reach out to non-traditional providers or stakeholders.

Overall management and direction will be delivered by the Workforce Development Institute. WDI's Director of Vocational Services will work closely with the WDI Regional Director, the Program Coordinator and the NBN steering committee to develop the project. The Director will organize and monitor the project, provide direction and guidance to the Program Coordinator, gather data and report on overall activity and outcomes.

The initial phase of the project will involve recruitment and training of the Program Coordinator, the establishment of specific selection and assessment criteria within the Newburgh population, review of caseloads with local social service districts, establishment of enrollment, engagement and reporting requirements and establishment of communication and referral protocols with community organizations. This phase would begin in August of 2011 and will be completed over a period of five months.

Phase two would begin full time staff operations in Newburgh as the phase one activities are completed and the NBN steering committee concludes that phase two is warranted.

CONTRACTUAL AGREEMENT

THIS AGREEMENT ("Agreement") made this 4th day of October 2011, by and between WORKFORCE DEVELOPMENT INSTITUTE, located at 24 Fourth Street, Troy, New York 12180 (hereinafter "WDI"), and THE CITY OF NEWBURGH, NEWBURGH BUILDS NEWBURGH STEERING COMMITTEE located at City Hall, 83 Broadway, Newburgh, New York 12550 (hereinafter "NBN").

WITNESSETH

WHEREAS, WDI provides education and training and workforce development programs supporting working families across New York State; and

WHEREAS, WDI has operated Real JOBS NY, a vocational service program, since 2006; and

WHEREAS, WDI's Real JOBS NY program has a proven record of placing and supporting individuals with disabilities, mental illness and other significant barriers in employment; and

WHEREAS, NBN desires WDI's performance of the services described on Exhibit A ("Scope of Work") for NBN in connection with those programs that will serve low income and persons with identified barriers to employment; and

WHEREAS, WDI has represented to NBN that it is competent, willing and able to perform such services for NBN.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, it is mutually agreed by and between the respective parties as follows:

1) WDI agrees to perform, as an independent contractor and not as an agent of NBN, all the services as provided in the Scope of Work, appended hereto as Exhibit A and made a part hereof.

2) In full and complete consideration of WDI's performance hereunder, NBN agrees to pay WDI up to, but not exceeding, the sum of thirty thousand dollars (\$30,000.00) for costs incurred based on the attached budget as set forth in Exhibit B. Invoices will be sent to NBN on a monthly basis for services incurred during the previous month. NBN will reimburse to WDI all verified, approved and legitimate costs at 100% reimbursement rate. NBN will issue payment to WDI within thirty (30) days of receipt of invoice and documentation.

3) The Scope of Work in Exhibit A and Budget in Exhibit B may be modified as conditions warrant by mutual agreement between NBN and WDI. NBN and WDI will work to develop additional program services and deliverables for identified participants which may allow

amendment and increase to the original contracted amount of reimbursement money. Each party will agree to the cost of additional services (to include but not limited to assessment, tuition, fees, training materials and employment support services) prior to undertaking any additional work by WDI's staff.

4) Checks will be made out to the Workforce Development Institute, Inc. and mailed to the following address:

Workforce Development Institute, Inc.
96 South Swan Street
Albany, NY 12210

5) NBN agrees that any information concerning activities related to the program contract and WDI operations shall be considered confidential and proprietary to the WDI, and NBN shall hold the same in confidence and shall not use the information other than for the purpose of its business with the WDI. NBN will not disclose, publish, or otherwise reveal any of the information to any other party unless:

- a. the disclosing party's information was rightfully known to or already in the possession of the receiving party prior to disclosure; or
- b. the disclosing party's information becomes part of the public domain without breach of this Agreement by the receiving party; or
- c. the information is independently developed by the receiving party or any of its subsidiaries without reference to or use of the disclosing party's Confidential Information; or
- d. a third party rightfully disclosed such Confidential Information to the receiving party without violating obligations of confidence; or
- e. the disclosing party is required by State or Federal law, court mandate, order, or subpoena to disclose the information, in which such case, the disclosing party shall give prompt written notice of the order to the other, and shall cooperate, upon request, in efforts to quash or modify the order, mandate, or subpoena.

6) The nature of the relationship which the WDI shall have to NBN pursuant to this Agreement shall be that of an independent contractor. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Each party is acting as a principal in its own right and not as an agent or broker for any other party. Under no circumstance shall WDI be considered an employee of NBN.

7) This Agreement represents the entire Agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

8) The Agreement shall be effective upon execution through December 31, 2011. The Agreement may be renewed upon mutual consent and availability of funds.

9) This Agreement is deemed to be made under and shall be construed under the laws of the State of New York without reference to its principles of conflicts of laws. All disputes relating to this Agreement shall be litigated in the Supreme Court, State of New York, County of Albany.

10) Termination.

- a. If either party fails to perform any material obligation under this Agreement or violates a material term or condition of this Agreement, and such failure or violation is not cured within ten (10) days following receipt of a notice in writing from the non-breaching party describing the default or failure, then the non-breaching party shall have the right to terminate this Agreement upon written notice to the other.
- b. Notwithstanding anything to the contrary contained in this Agreement, NBN reserves the right to terminate this Agreement, without cause, at any time by delivering at least ten (10) calendar days' prior written notice of termination to WDI. In the case of termination pursuant to this clause, NBN shall pay to WDI for the fees incurred for the work completed by WDI under this Agreement and delivered to NBN as well as reimbursable expenses, if any, incurred by WDI prior to and including the date of termination. NBN shall also pay salary fees for the Program Coordinator for up to 30 days beginning on the date of notice of termination.

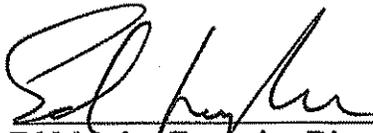
11) Information Security. WDI agrees to:

- a. Ensure the security and confidentiality of participant records and information;
- b. Protect against anticipated threats to the security and/or integrity of such participant records and information;
- c. Guard against unauthorized access to or use of participant records or information that could result in substantial harm or inconvenience to any participant; and
- d. Comply with the Gramm-Leach-Bliley Act and the rules promulgated thereunder by the Federal Trade Commission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.



Richard Herbek, City Manager
City of Newburgh
Date: 10/7/11

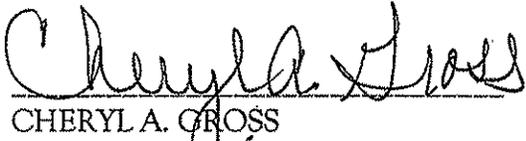


Ed Murphy, Executive Director
Workforce Development Institute, Inc.
Date: Oct 9, 2011

Approved as to form:



MICHELLE KELSON
Corporation Counsel



CHERYL A. GROSS
Comptroller

Exhibit A

Scope of Work

1. Work closely with the NBN Steering Committee designated partner organizations and agencies to plan, design and organize the project.
2. Work collaboratively with the NBN Steering Committee and designated partner organizations and agencies to gather information and create a program that will meet the REALJobs NY program needs document the need for the implementation of Phase Two.
3. Recruit and train a Program Coordinator.
4. Work with the NBN Steering Committee to review potential caseloads, establish assessment, enrollment, tracking requirements, and reporting and communication protocols.
5. Work with the NBN Steering Committee to develop a reporting system which meets REALJobs NY needs and tracks program status and outcomes.

EXHIBIT B
RealJOBS NY Newburgh

OCTOBER 1, 2011 - DECEMBER 31, 2011

<u>Item</u>	<u>\$</u>
Coordinator Salary (3 months @ \$49k)	\$12,250.00
Coordinator Benefits estimated at 40%	<u>\$4,900.00</u>
Subtotal Salary/Benefits	\$17,150.00
Supplies	\$1,000.00
Travel	\$3,000.00
Other/Misc. (postage, printing, etc.)	\$1,850.00
Office and Communications	\$2,500.00
WDI Indirect	\$4,500.00
Grand Totals	<u><u>\$30,000.00</u></u>

Note: Budget figures are estimates. Actual expenses may be higher or lower in the various line items, however, entire cost of project will not exceed approved budget of \$30,000.

WDI will submit expenses for all actual expenses incurred.

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BRIAR PARTNERS INC
Po Box 333
SOMERS, N.Y. 10589

November 15, 2011

City of Newburgh
Department of Planning and Development
83 Broadway
Newburgh, N.Y. 12550

RE: 12 Clark St
City of Newburgh

(36-1-10)

Gentleman:

We would like to donate this property to the City of Newburgh.

I don't have the lot and section numbers of this property, please look them up.

We purchased a number of Newburgh properties and this property is the last one left. We don't have the ability to maintain the property.

If more information is needed, please contact Ron Fish at 914 260 9919.

Sincerely yours



Ron Fish

31 Lutheran St.
(29-3-17) 2C

46 Hillside Ave
New Windsor NY 12553
845 522 8769

RECEIVED

NOV 28 2011

CORPORATION COUNSEL

November 3, 2011

Newburgh Corporation Counsel City Hall
83 Broadway
Newburgh NY 12550

Dear Sir or Madam:

I have recently purchased a House at Newburgh Auction on April 14, 2011
I closed on the House on May 23, 2011 the House is located at
31 Lutheran St. Newburgh NY 12550

Please accept this letter as written notification that I am unable to keep
the House due to my unexpected Health issues, and my Husband's unexpected
slow work, and I dont have the Money to pay for it to fix the House at this time.

I would like to apologize to you for not keeping the House at this time
due to my conditions and I apologize for any inconvenience.

Thank you for taking the time to read this letter

If there are any question regarding my letter, please contact me at
845 522 8769 I'll be happy to answer any questions you have.

Sincerely and Respectfully,

Mirsada Arnautovic

Mirsada Arnautovic

RESOLUTION NO.: 19 - 2012

OF

FEBRUARY 14, 2012

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF NEWBURGH APPROVING AN AGREEMENT
WITH THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY
AS A SUB-RECIPIENT OF FISCAL YEAR 2012
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, the City is scheduled to receive entitlement funds under the Community Development Block Grant (CDBG) Program from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the City has been duly designated to carry out activities authorized by the Newburgh City Council and HUD; and

WHEREAS, the City of Newburgh Industrial Development Agency ("IDA") has submitted a proposal for funding which states the purpose, specific goals and objectives of their program, which is attached hereto and made a part of this Agreement; and

WHEREAS, the City wishes to engage the Agency as sub-grantee to conduct the aforementioned program for the period of such agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute the annexed agreement between the City of Newburgh and the City of Newburgh Industrial Development Agency as a sub-grantee to receive funds under the Community Development Block Grant Program from the United States Department of Housing and Urban Development.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of February 2012

BY AND BETWEEN:

NAME: **City of Newburgh Industrial Development Agency "The Agency"**

ADDRESS: **83 Broadway, Newburgh NY 12550**

FEDERAL EMPLOYER ID #: _____

A public body corporate established under the laws of the State of New York, having its principal office at 83 Broadway, Newburgh, Orange County, New York, hereinafter referred to as referred to as the 'SUB-GRANTEE", and the CITY OF NEWBURGH, a municipal corporation duly organized under the laws of the State of New York, having its principal office and place of business at 83 Broadway, City Hall, Newburgh, Orange County, New York, hereinafter referred to as "CITY",

WHEREAS, the City is scheduled to receive entitlement funds under the Community Development Block Grant (CDBG) Program from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the City has been duly designated to carry out activities authorized by the Newburgh City Council and HUD; and

WHEREAS, the Sub-grantee has submitted a proposal for funding which states the purpose, specific goals and objectives of their program, which is attached hereto and made a part of this Agreement (**Attachment A**); and

WHEREAS, City wishes to engage the Agency as sub-grantee to conduct the aforementioned program for the period of such agreement;

NOW, THEREFORE, the City, and the Sub-grantee, for the consideration and under the conditions hereinafter set forth, do agree as follows:

WHEREAS, the City is scheduled to receive entitlement funds under the Community Development Block Grant (CDBG) Program from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the City has been duly designated to carry out activities authorized by the Newburgh City Council and HUD; and

WHEREAS, the Newburgh City Council has authorized the funding of the program and purpose as detailed in Attachment A, and the project budget not to exceed \$30,000 outlined in Attachment B.

NOW, THEREFORE, the City, and the Agency, as Sub-grantee, for the consideration and under the conditions hereinafter set forth, do agree as follows:

Article I. SCOPE OF SERVICES

(1) The Agency, as Sub-grantee shall establish and implement a program within the City of Newburgh as set forth in the Agency, as Sub-grantee's funding proposal and assures the City that the Agency, as Sub-grantee will employ personnel and/or consultants who are thoroughly familiar with the procedures and requirements of the said The Agency, as Sub-grantee to execute their program. When required, it may request pertinent assistance from other agencies.

(2) The Agency, as Sub-grantee will continue to maintain adequate office facilities at a suitable location within the designated area and provide essential equipment, supplies and services as needed for the operation of such office. Such office shall provide convenient access and service primarily to existing and prospective residents of the designated area. The office and services to be provided shall be clearly identified with a sign as to being funded, in whole or in part, by the City under the Housing and Community Development Act of 1974. Such office and services provided are intended to provide assistance principally to existing and prospective residents of the City and to carry out those activities authorized under this agreement.

(3) The Agency, as Sub-grantee shall maintain a complete job description for all full-time personnel to be employed by said agency for the purpose of this Agreement. Such job description shall fully describe the title, minimum education and experience requirements, salary range and benefits, work hours and responsibilities. The Agency, as Sub-grantee shall also maintain an Affirmative Action Program in accordance with the Equal Employment Opportunity provisions of Article VII.

(4) The Agency, as Sub-grantee agrees to provide a quantifiable increase in a comprehensive service already being rendered by the Agency, as Sub-grantee on the date of this agreement and/or the introduction of a new service as set forth in the attached request for funding proposal. Any changes in the scope of services included in this agreement are to be approved by the Executive Director of the City.

(5) The Agency, as Sub-grantee agrees to provide administrative support to carry out this service as stated in Article I (4). The administrative requirements set forth in OMB Circular A-110, copies of which are attached and made a part of this agreement, are applicable to this agreement except those sections which are deleted.

ARTICLE II. Payment by the CDBG Program

(1) The services of The Agency, as Sub-grantee are to commence upon execution of this agreement and extend for a period ending one (1) year from the date thereof or as otherwise provided herein.

(2) This contract may be terminated at any time by either party on ten (10) days notice in writing to the other party. This agreement may be terminated for any breach of the agreement or for other reasons herein stated. One cause for termination is failure to achieve the goals and objectives or performance standards for any one month, quarter, or semi-annual period.

ARTICLE III. SERVICES TO BE PROVIDED BY THE CITY

(1) Upon request by the Agency, as Sub-grantee, the CITY may provide such technical and/or advisory assistance as is requested, based upon requirements and availability of staff. Approval of such requests is at the sole discretion of the Executive Director of the City.

(2) If, in the opinion of the City, technical assistance is required from HUD or New York State, a request may be initiated by the City for such assistance.

ARTICLE IV. PROGRAM DOCUMENTATION

(1) The Agency, as Sub-grantee hereby agrees to maintain confidential documentation for all clients served and all activities sponsored in the conduct of the aforesaid program. These confidential records will be subject to and made available for periodic site review by the Compliance Officer/representative of the City. For each such review, the representative of the City will prepare a written report containing comments on overall program performance and effectiveness.

(2) The Agency, as Sub-grantee hereby agrees to maintain separate and complete accounting for all funds received from the City of Newburgh under this agreement. Complete and accurate time and attendance records will be maintained for all personnel receiving funds under this grant.

(3) Certified yearly audits of the Agency, as Sub-grantee must be submitted to the City for review by the City's CPA. If the Agency, as Sub-grantee is a Governmental unit or agency, such as the County, it will comply with the Single Audit regulations and the audit will be on file at the main governmental office.

ARTICLE V. COMPENSATION

(1) Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this agreement that the agreement of the City to fund the Agency, as Sub-grantee shall be deemed executory to the extent that CDBG grant monies are available to it for the purpose of carrying out the terms of this contract and that no liability shall be

incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this agreement.

(2) Total payment under this Contract shall not exceed) Thirty Thousand DOLLARS as full payment for all services rendered by the Agency, as Sub-grantee during the period of this agreement. The adopted budget of the Agency, as Sub-grantee is annexed hereto as Attachment "3".

(3) The City may withhold any payment whenever the Agency, as Sub-grantee fails to achieve its program goals for the vouchered expenditure period. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

ARTICLE VI. METHOD OF PAYMENT

(1) Within thirty (30) days of the execution of this Agreement, and on a monthly basis, thereafter, for the term of this Agreement, the City shall pay, and the Agency, as Sub-grantee agrees to accept as full compensation for such services and in conformity with the approved budget attached hereto, the following amounts under this Agreement:

(a) For the first month and for each succeeding monthly period, payments will be made based upon vouchers submitted which reflect actual authorized expenses per budget for the period and contain documentation for all expenditures. Vouchers documenting expenditures for the billing period must be submitted on or before the 15th of the month. In no event shall such expenditures exceed unless prior written approval of the excess expenditure of funds is obtained from the Executive Director of the City.

(c) Payment for services shall cease upon termination of the contract or upon the payment of the amount stated in Article V above, whichever occurs first. All payments for services are to be made from CDBG funds. Neither the City shall be obligated by this agreement to make any payments from the General Fund or any other funds.

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

(1) In carrying out the obligation of this Contract, the Agency, as Sub-grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Agency, as Sub-grantee shall take affirmative action to ensure that applicants for employment and employees of the Agency, as Sub-grantee are treated without regard to their race, color, religion, sex, national origin or handicap. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

(2) The Agency, as Sub-grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Agency, as Sub-grantee shall state that all qualified

applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.

(3) The Agency, as Sub-grantee shall also comply with Executive Order 11246, as amended, and HUD regulations (24 CFR 130) applicable to HUD assisted construction contracts.

(4) No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

ARTICLE VIII. ASSIGNMENT BY THE AGENCY, AS SUB-GRANTEE

The Agency, as Sub-grantee represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the Executive Director of the City.

ARTICLE IX. RECORDS AND REPORTS

(1) The Agency, as Sub-grantee shall maintain accounts and records, including personnel, property and financial records, adequate to identify the account for all costs pertaining to its performance under this Agreement, and such other records as may be deemed necessary by the Agency, as Sub-grantee, the City, and/or HUD to assure proper accounting for project funds, both Federal and non-Federal shares. The Agency, as Sub-grantee agrees that such records shall be open for inspection by any authorized representative of the City, or its assignee under this Agreement.

(2) The Agency, as Sub-grantee shall submit a report to the City identifying prescribed activities funded under this Agreement. This report will be submitted with the monthly, quarterly, or semi-annual voucher and will be the format as prescribed in Attachment "1" or in such other form agreed as may be required by the Executive Director of the City.

ARTICLE X. AUDITS

(1) Certified yearly audits made by a Certified Public Accountant shall be submitted to the City for review within three (3) months of the end of each year of this agreement. If the Agency, as Sub-grantee is a governmental unit or agency, it will comply with Single Audit regulations and will file the audit in the main office of the governmental unit.

(2) The Agency, as Sub-grantee shall maintain records of all details with respect to work and services to be performed under this Agreement and income, expenses, liabilities and assets. These records will be made available for audit purposes in accordance with OMB Circular A-133 to the City, HUD or the Comptroller General of the United States or any authorized representative and will be retained for such periods of time as may be required by Federal, State and local statutes, but in any event, not less than three (3) years.

ARTICLE XI. CONFIDENTIALITY

With the exception of specific identifiers, such as individual names of persons and addresses, all reports, information, data, etc., prepared or assembled by the Agency, as Sub-grantee in performing the services set forth in the funding proposal and pursuant to this Agreement, are public documents. The Agency, as Sub-grantee hereby agrees that they shall be available to any individual, organization or corporation in accordance with the Freedom of Information Act of the State of New York.

ARTICLE XII. FACILITIES AND PERSONNEL

The Agency, as Sub-grantee represents that it has and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder. The Agency, as Sub-grantee further represents that it will terminate and dismiss from further performance of work and services under this agreement any officer, employee, agent, sub-contractor or other person upon a finding, based upon procedures which provide the process to the individual and to the Agency, as Sub-grantee by the City that such officer, employee, agent sub-contractor or other personnel of the contractor is incompetent to perform such services under this Agreement and that it will replace such officer, employee, agent, sub-contractor or other such personnel as the City reasonably finds necessary for the Agency, as Sub-grantee to replace to meet its obligations under this Agreement. It is expressly understood that nothing in the Article shall relieve the Agency from meeting its obligations under the terms and conditions of this Agreement.

ARTICLE XIII. INTEREST OF CORPORATION, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

- (1) The Agency, as Sub-grantee hereby agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the area which would conflict in any manner or degree with the performance of its obligations under this Agreement.
- (2) The Agency, as Sub-grantee further agrees that it shall fully disclose, in writing to the City, upon execution of this Agreement and as such becomes known to it, any conflicting interest held by any of its directors or officers, or any of its paid employees, agents or sub-contractors or by any close relative of such persons.
- (3) The City shall have the right to publicly disclose any disclosures made to it under this Agreement.

ARTICLE XIV. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEE THE CITY; MEMBERS OF THE COMMON COUNCIL, OR OTHER PUBLIC OFFICIALS

- (1) No member, officer or employee of the City or its designees or agents, no member of the Common Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities with respect to the Community Development Block Grant Program, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect,

in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.

(2) The Agency, as Sub-grantee shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest as prohibited by this Article.

ARTICLE XV. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member or delegate of the Congress of the United States, or other federal officials, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT

The Agency, as Sub-grantee represents that it has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, bonus or any other compensation in connection with the procurement of the Agreement.

ARTICLE XVII. CHANGES AND MODIFICATIONS

The City, at any time by written notice to and with the written agreement of the Agency, as Sub-grantee, may modify the scope or quantity of services and work to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Agency, as Sub-grantee or in the time required for their performance, an equitable adjustment shall be made in the provisions of this Agreement for payments to the Agency, as Sub-grantee or for the time and performance of the services, or for both, as may be agreed upon by the parties in writing.

ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT

(1) In the event of termination as herein provided, any completed reports prepared by the Agency, as Sub-grantee under this Agreement and any material gathered in the preparation of reports under this Agreement, whether such reports are completed or not, shall become the property of the City/THE CITY and shall be submitted to it.

(2) In the event of termination, the Agency, as Sub-grantee shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. However, if termination is affected by the City because of default or breach on the part of the Agency, as Sub-grantee, the City may withhold from any payments due the Agency, as Sub-grantee for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by the Agency, as Sub-grantee.

ARTICLE XIX. INDEMNIFICATION

(1) The Agency, as Sub-grantee hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all

persons, including third parties, and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act, or failure to act, of the Agency, as Sub-grantee or its agents, sub-contractors, servants or employees.

(2) If any person shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Agency, as Sub-grantee hereby agrees to save harmless the City from and against any and all loss, expense, damage or injury whatsoever.

THE FOLLOWING INDEMNIFICATION CONDITIONS DO NOT APPLY TO UNITS OF GOVERNMENT OR GOVERNMENTAL AGENCIES SUCH AS ORANGE COUNTY OR New York STATE.

(3) The City hereby assumes entire responsibility and liability for which it would otherwise be legally responsible for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act or failure to act of the City or its agents, sub-contractors or employees (except the City shall be responsible for the acts of the Agency, as Sub-grantee, its agents and employees).

(4) The Agency, as Sub-grantee shall procure and maintain at its own expense until final completion of this Contract, insurance which must name the City of Newburgh, named insured for liability for damages imposed by law of the kinds and in the amounts hereinafter stated, in an accredited insurance company as may be approved by the City Manager.

Certificates of Insurance acceptable to the City shall be filed with the City. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City as evidenced by Return Receipt of Registered or Certified letter. Renewal Certificates covering renewal of all policies expiring during the life of the Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.

(A) The Agency, as Sub-grantee shall provide Worker's Compensation Insurance, if it has employees, in accordance with the statutes of the State of New York.

(B) The Agency, as Sub-grantee shall carry Liability and Property Damage Insurance with limits of not less than:

PROPERTY DAMAGE LIABILITY

Each Occurrence
\$1,000,000

PERSONAL INJURY LIABILITY

Each Person
\$1,000,000

Occurrence
\$2,000,000

ARTICLE XX. MODIFICATION

This Agreement may not be modified orally. It may only be modified by written agreement signed by the parties hereto. Notices of any nature referred to in this agreement shall be in writing by certified mail or delivery by hand, or sent by facsimile. Notices shall be effective on the date of receipt

To the City: City Manager
Executive Office
83 Broadway,
Newburgh, NY 12550

To the Agency: Executive Director
City of Newburgh IDA
83 Broadway,
Newburgh, NY 12550

With a copy to: Michelle Kelson
Corporation Counsel
83 Broadway
Newburgh NY 12550

With a copy to: Thomas Whyatt
Oxman Tulis Kirkpatrick Whyatt
120 Bloomingdale Road
Suite 100
White Plains, NY 10605

IN WITNESS WHEREOF, the **Sub-grantee, City** have executed this Agreement the day and year herein mentioned.

SUB-GRANTEE

WITNESS BY: _____

City of Newburgh Industrial Development Agency

By _____

Title _____

Date: _____

CITY OF NEWBURGH

WITNESS BY: _____

By _____

City Manager

Date _____

APPROVED AS TO FORM BY:

APPROVED BY:

Corporation Counsel

Comptroller

**ATTACHMENT A
Scope of Services**

Objectives	Special Economic Development Projects Outcomes	Tasks & Deliverables
<p>1- Small Business Retention and Attraction</p> <p>Develop a small business assistance businesses program including retention of current businesses, expansion of small business community with the goal to expand workforce.</p>	<ol style="list-style-type: none"> 1. Create a menu of assistance programs available from CDBG, Newburgh Office of Economic Development, City's Industrial Development Agency, and representatives of service providers such as DOL, Empire State Development, local providers 2. Develop an intake process and form for City, CDBG and IDA personnel to use when meeting with businesses to assess existing needs of each businesses. 3. Meet with at lease two companies a month. 4. Offer 3-4 workshops/public information meetings to educate small business of opportunities and provide technical assistance. 	<ol style="list-style-type: none"> 1. Complete a small business SWOT Analysis including outreach to local businesses. 2. Prepare a directory of small business programs available from local, CDBG, IDA, State and federal entities. 3. Prepare mission statement and 12 month action plan, review and update, submit to City Manager, IDA and City Council 4. Create and City and IDA Business website which will house data and services and promote an online one stop shop. 5. Develop a formal intake form
<p>3. Assess workforce needs to compliment Work Area 4, Section 3 (WORKFORCE DEVELOPMENT GOALS)</p>	<ol style="list-style-type: none"> 1. Survey/interview 5-10 major employers 	<ol style="list-style-type: none"> 1. Identify workforce growth obstacles and opportunities, refer findings to Workforce Development Initiative and related resources.
<p>4. a. Industrial and Commercial Retention and Expansion</p> <p>b. Business Attraction</p>	<ol style="list-style-type: none"> 1. Meet with brokers, ESD, Orange County Partnership, Chamber of Commerce, Gateway, etc to inhibitors to business development, positive factors of doing business. 	<ol style="list-style-type: none"> 1. Assess and report to City, CDBG Advisory and Agency. Make recommendation. 2. Work with Orange County Partnership, Empire State Development and local real

(commercial and industrial)	<ol style="list-style-type: none"> 2. Identify available sites and buildings. 3. Identify 2-3 city owned sites/buildings and assess shovel ready needs 	<p>estate brokers to market sites to bring new businesses to the city.</p> <ol style="list-style-type: none"> 3. Formulate incentive packages for job creating businesses new to the city.
5. Housing Development of city or LandBank owned properties	<ol style="list-style-type: none"> 1. Create the framework to attract and assess developers to undertake housing rehabilitation of publicly owned residential units to ensure affordable rents. 	<ol style="list-style-type: none"> 1. Support the NCLB by packaging incentives, applications and required legal agreements to facilitate use of tax abatements, Federal and State funding, Payment in lieu of taxes, mortgage recording tax abatement.
6. Industrial Development Agency Small Business Straight Lease Program.	<ol style="list-style-type: none"> 1. Leverage the Small Business Loan program and Rental Subsidy Program and create a new program that will give small business access to NIDA incentives often available to only large businesses. 	<ol style="list-style-type: none"> 1. Create simplified application and agreement for small business to receive less than \$100,000 in tax abatements.

ATTACHMENT B
Budget & Budget Report

Submitted by: _____
Reporting Period: _____

Cost/Item	Approved/Allocated Budget FY 2012 CDBG	Funding Spent During Reporting Period	Balance
Personnel Services:	14,900		
Professional staff of Agency			
Legal services	3000		
Engineering services	2000		
Data Entry and website development	3200		
Total Personnel Costs:			
Purchase of business data for city	2500		
Design and printing of Collateral materials, postage, workshop materials.	3200		
Small Business Program. Legal fee pool for applicants	1200		
Total Program Operating Expenses:	30,000		
Grand Total			

RESOLUTION NO.: 50 - 2012

OF

FEBRUARY 14, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AGREEMENT WITH IKON OFFICE SOLUTIONS
TO LEASE A COPIER FOR CITY HALL
AT THE COST OF \$286.65 FOR 60 MONTHS**

WHEREAS, the City of Newburgh is in need of updating their copier in City Hall 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 AFICIO MP7001SP Copier to be the most appropriate and cost-effective alternative; and

WHEREAS, the cost of the copier is \$286.65 per month for a period of 60 months; and

WHEREAS, a copy of the new contract is attached hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached contract with IKON Office Solutions to provide a new RICOH AFICIO MP7001SP copier for City Hall at the cost of \$286.65 a month for 60 months, such funds to be derived from Budget Line A.1670.400.



STATE AND LOCAL GOVERNMENT
Product Schedule

Product Schedule Number: _____

Master Agreement Number: _____

This Product Schedule ("Schedule") is made part of the Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and City of Newburgh, as Customer ("Customer" or "you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. 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 Master Agreement.

CUSTOMER INFORMATION

NEWBURGH CITY OF				Glenn Kurkon			
Customer (Bill To) 83 BROADWAY FL 4				Billing Contact Name 83 BROADWAY FL 2			
Product Location Address NEWBURGH ORANGE NY 12550-5617				Billing Address (if different from location address) NEWBURGH ORANGE NY 12550-5617			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (845) 569-7324			Billing Contact Facsimile Number (000) 000-0000		Billing Contact E-Mail Address gkurkon@cityofnewburgh-ny.gov		

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH AFICIO MP7001SP

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term <i>(months)</i>
60

Minimum Payment <i>(Without Tax)</i>
\$ 286.65

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 type="checkbox"/> Other: _____

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.
- You, the undersigned Customer, have applied to us to rent the above-described items ("Product") for commercial (non-consumer) purposes. Except with respect to the express non-appropriations rights set forth in the Agreement, **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** 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 on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER 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 _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	Accepted by: IKON OFFICE SOLUTIONS, INC. By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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Work Order - US
IKON Office Solutions, INC.
Professional Services

Base Eq Model #	Base Eq Serial #	Email Address of PS Rep	Date of Services:
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Customer must already be an IKON customer to use this form without being part of the SFP

Bill To Cust No.: _____ Pymt Method: _____ Ship To Customer No.: _____ PO No.: _____ PO Date: _____
 Bill To Customer: NEWBURGH CITY OF Ship To Customer: _____
 Address: 83 BROADWAY FL 2 Address: 83 BROADWAY FL 4
 City: NEWBURGH State: NY Zip: 12550-5617 City: NEWBURGH State: NY Zip: 12550-5617
 Customer Contact: Glenn Kurkon Title: IS Manager Phone: (845) 569-7324
 IKON Sales Rep: RIKER, JAMES, P Phone: 845-220-5026
 MPS/FSM/SAM/SAC: _____ SC: _____ SC-C: _____ SA/SSA: _____

Description of Professional Services	
Professional Services Task1	Professional Services Task2
HD SECURITY KIT SERVICE INTALLATION FEE o Install and configure printer interface o Assist customer in connecting to their network o Install and setup print drivers/PPD's on up to two (2) workstations o Printer operator training for lead operator / administrator o End user training for print drivers/PPD's for up to two (2) persons o System Administrator Training	NETWORK & SCAN CONNECT - SEG 5 o Design and perform solution implementation plan o Install and configure printer interface o Assist customer in connecting to their network o Install and setup print drivers/PPD's on up to two (2) workstations o Printer operator training for lead operator / administrator o End user training for print drivers/PPD's for up to two (2) persons o Scan installation and configuration for 5 users o System Administrator Training o Key Operator training o End User training

Task	eIKON Code	OMD Code	Units	Unit Price	Ext. Price	Notes:
1	HDSECURINSL		120	120		
2	PS-NWSCS		0	0		
3						
					Total Price:	Price Included

This Work Order shall be effective as of the date of execution by both IKON and Customer. By signing below, the undersigned represent that they are duly authorized to enter into this Work Order on behalf of their respective entities.

CUSTOMER	IKON OFFICE SOLUTIONS, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

TERMS AND CONDITIONS

The performance by IKON of the Services described in this Work Order is subject to and shall be governed solely by the following terms and conditions:

Customer engages IKON to perform the services described in this Work Order (the "Services"). Changes to the scope of the Services shall be made only in a written change order signed by both parties. IKON shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. IKON shall provide the Services at the Customer location set forth herein or on a remote basis. In consideration of its Services hereunder, Customer shall pay IKON the Service fees in the amounts and at the rates set forth above. Customer shall pay all amounts payable to IKON hereunder within thirty (30) days of the date of the invoice submitted by IKON. If IKON undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. IKON may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of IKON). Customer shall provide IKON with such access to its facilities, networks and systems as may be reasonably necessary for IKON to perform its Services. Customer acknowledges that IKON's performance of the Services is dependent upon Customer's timely and effective performance of its responsibilities hereunder. Unless connectivity services are specifically identified in the Task and Description section of this Work Order as part of Services to be performed by IKON, IKON shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

IKON shall perform its Services in a professional manner. IKON is not the manufacturer of any of the software, tools and/or products utilized in connection with this Work Order. IKON shall, however, make available to Customer any warranties made to IKON by the manufacturers of the software, tools and/or products utilized by IKON in connection with its Services hereunder, to the extent transferable and without recourse. If Customer has engaged IKON to provide Customer tools to assist Customer in Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by IKON, including but not limited to any hard drive removal, cleansing or formatting services of any kind. Customer expressly acknowledges and agrees that (i) it is aware of the security alternatives available to it, (ii) it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii) IKON does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer's needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer's business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that, (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Customer's business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss, or presence, or data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless IKON and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising therefrom or related thereto. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IKON MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS WORK ORDER AND THE PROFITS ARISING OUT OF OR RELATED TO THIS WORK ORDER OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF IKON HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IKON'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO IKON HEREUNDER BY CUSTOMER. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS WORK ORDER. IKON ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Except for purposes of this Work Order, IKON shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder; provided, however, that IKON may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of IKON that is or was involved with or part of the Services. This Work Order represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Work Order may be amended only in writing executed by the authorized representatives of both parties. Any purchase order, service order or other Customer ordering document will not modify or affect this Work Order, nor have any other legal effect, and shall serve only the purpose of identifying the service ordered. This Work Order may not be transferred or assigned by customer without the prior written consent of IKON. This Work Order shall be interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. IKON shall not be responsible for and shall be excused from performance or have reasonable additional periods of time to perform its obligations where it is delayed or prevented from performing any of its obligations for reasons beyond IKON's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. This Work Order is separately enforceable as a complete and independent binding agreement, independent of all other Work Orders, if any. By signing, the Customer acknowledges and accepts the terms and conditions of this Work Order, and confirms that the undersigned has the necessary power and authority to enter into this work Order on behalf of Customer.



Equipment Removal Authorization

Equipment Leased by Customer from IKON, IOS Capital, or IKON Financial Services

CUSTOMER INFORMATION

Customer Name	City of Newburgh	Date Prepared	
Contact Name	Glenn Kurkon	Phone	(845) 569-7324
Email	gkurkon@cityofnewburgh-ny.gov	Fax	(000) 000-0000

Check if Additional Product Description page(s) attached

TERMS AND CONDITIONS

This Authorization will confirm that you desire to engage IKON Office Solutions, Inc. ("IKON") to pick-up and remove certain items of equipment that are currently leased by you from IKON, IOS Capital or IKON Financial Services, 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 us from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by IKON. By signing below, you confirm that, with respect to every removal request issued by you (1) IKON may rely on the request, and (2) the request shall be governed by this Authorization. Except for the obligations of IKON to pick-up and remove the identified equipment, IKON does not assume any obligation, payment or otherwise, under your lease agreement, which shall remain your sole responsibility. As a material condition to the performance by IKON, you hereby release IKON from, and shall indemnify, defend and hold IKON harmless 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 this Authorization or of any obligation owing by you under your lease agreement.

EQUIPMENT INFORMATION

Make /Model /Serial Number	Ricoh/6500/L7875800014	Contact	Glenn Kurkon
Pick-Up Address	83 Broadway 4th Flr	Phone	(845) 569-7324
City	Newburgh	State NY	Zip Code 12550
Make /Model /Serial Number		Contact	
Pick-Up Address		Phone	
City		State	Zip Code
Make /Model /Serial Number		Contact	
Pick-Up Address		Phone	
City		State	Zip Code
Make /Model /Serial Number		Contact	
Pick-Up Address		Phone	
City		State	Zip Code

CUSTOMER

Authorized Signature
Signature Printed Name
Title
Date

IKON OFFICE SOLUTIONS, INC.

Authorized Signature
Signature Printed Name
Title
Date



Document Efficiency
At Work™

NYS CONTRACT SERVICE ORDER

IKON Area Name:

Address:

Telephone:

Fax:

SHIP TO

Account No.:

Company: City of Newburgh

Contact/Title: Glenn Kurkon

e-Mail:

Address: 83 Broadway

City: Newburgh

Telephone: 845-589-7324

P.O. #:

PO # required for all warranty OPC billing

BILL TO

Account No.:

Company: City of Newburgh

Contact/Title: Glenn Kurkon

e-Mail:

Address: 83 Broadway

City: Newburgh

Telephone: 845-589-7324

Exp. Date:

Fax:

Date:

Order/Agreement#:

Sales Rep #:

Sales Rep Name: Jim Riker

Company: City of Newburgh
 Contact/Title: Glenn Kurkon
 Address: 83 Broadway 4th Floor - Exec Offices
 City: Newburgh
 Telephone: 845-589-7324
 State: NY Zip+4: 12550
 Tax Exempt Certificate Attached? Yes No

EQUIPMENT TO BE SERVICED

Model	Description	Serial #	Equip ID#	Monthly Base Payment	Scan/Image/ Allowance	Overage Rate	Is Base Agreement Is for Color or BW?	Start Meter Reading	Usage Only CPC Rate	Maintenance Service Offering and Billing Frequency
MP7001SP	Ricoh Copier			\$88.78	16.750	0.0053	BW			<input type="checkbox"/> Base Usage Program <input type="checkbox"/> Monthly Base and Usage <input type="checkbox"/> Monthly Base/Qty Usage <input type="checkbox"/> Quarterly Base and Usage <input checked="" type="checkbox"/> Base + Overage Program <input type="checkbox"/> Monthly Base with <input type="checkbox"/> Quarterly Overage <input type="checkbox"/> Annual Overage <input checked="" type="checkbox"/> Quarterly Base with <input type="checkbox"/> Quarterly Overage <input type="checkbox"/> Annual Overage

Maintenance Service Inclusions

90 Day Warranty
 BSW Warranty CPC billed @
 Color Warranty CPC billed @
 Solicit M/A after Warranty at rates provided

Warranty Information

Create New Billing w/Group Usage
 Create New Billing w/Individual Usage
 Add to Existing Group Billing
 w/Group Usage w/Individual Usage

Group Billing Options

Meter Read Only
 Meter Read and Usage
 Non-Metered Annual Base Only (Tax)
 Annual Base/Annual Overage (Approval Required)

Meter Read Contact Info

Meter Read Contact: _____
 Phone: _____
 E-Mail: _____
 Fax: _____

Additional Information / Comments:

Non-Metered Equipment Options

Parts and Labor
 Connectivity Software
 After-Hours Service

Payment Details

Amount Paid: _____
 Check No.: _____
 Maintenance included in IFS Lease

AUTHORIZATION: This is a Service Order made pursuant and subject to the terms, conditions and pricing of the NYS Contract under which the equipment was purchased. The signature below indicates that the Customer accepts the terms and conditions of this order.

Customer Authorization

Name and Title (please print or type in name):

Date:

IKON Office Solutions, Inc.

Name and Title (please print or type in name):

Date:

RESOLUTION NO.: 21 -2012

OF

FEBRUARY 14, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT
BETWEEN THE COUNTY OF ORANGE AND THE CITY OF NEWBURGH
IN CONNECTION WITH THE DIGITAL SIGNAGE PROGRAM**

WHEREAS, the County of Orange collaborated with local municipalities to establish the Digital Signage Program; and

WHEREAS, the City of Newburgh joined with the County of Orange and other local law enforcement agencies to establish a system to improve and enhance important law enforcement functions as provided by the terms of the agreement including but not limited to communications, database compilation and access, technology and equipment, record-keeping, inter-agency coordination and other important police functions; and

WHEREAS, the City of Newburgh wishes to enter into the annexed inter-municipal agreement to facilitate the program to share police related information and intelligence through a video network that links the City of Newburgh and the County of Orange with the other local law enforcement agencies; and

WHEREAS, this Council has determined that the City's participation in such program is in the best interests of the City of Newburgh and will enhance law enforcement in the City of Newburgh and in surrounding local municipalities, in cooperation with the County of Orange and other law enforcement agencies;

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 an inter-municipal agreement between the County of Orange and the City of Newburgh to facilitate the Digital Signage Program in order to enhance important law enforcement functions for the City of Newburgh and other local law enforcement agencies.



INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into as of this _____ day of September 2011, by and between the County of Orange, a County of the State of New York, with principal offices at 255-275 Main Street, Goshen, New York (hereinafter "COUNTY"), and the City of Newburgh, a City of the State of New York, with principal offices at 83 Broadway, Newburgh, New York (hereinafter "MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. The COUNTY administers Federal and NYS Department of Criminal Justice Services grant funds under the implementing authority of the Sheriff of Orange County, an independent elected official, pursuant to the laws, rules and regulations of the State of New York. The MUNICIPALITY has no such comparable department or function.

The COUNTY and the MUNICIPALITY wish to cooperate in the purchase, installation, management, and implementation of the strategies of the Byrne Justice Assistance Grant (*See Appendix D to Schedule A*). The purpose of the COUNTY's Program is to facilitate our regional capability to share police related information and intelligence through a video network that links the IMPACT agencies of the:

- a. City of Newburgh Police Department;
- b. Town of Newburgh Police Department;
- c. Town of New Windsor Police Department;
- d. Orange County Sheriff's Office;
- e. Orange County Probation Department;
- f. City of Middletown Police Department;
- g. New York State Police; and
- h. New York State Department of Corrections and Community Supervision (formerly known as NYS Parole).

The COUNTY agreed to apply for, administer and has been granted funding from the New York State Department of Criminal Justice Services (hereinafter "DCJS"). The grant is a Byrne Justice Assistance grant, and DCJS has allocated \$50,000 in funding to be administered by the COUNTY. The grant management system (GMS) number is BJ10-1142-D00, the DCJS number is BJ09632359, and the catalog of federal domestic assistance (CFDA) number is 16.738.

The grant award information sheet is attached to this agreement as **Schedule B**.

It is the intention of the COUNTY, in order to carry out the goals of the Program, to purchase and assign to MUNICIPALITY the following:

- a. One (1) Digital Media Player 4305G HW, 2GB SD Card, Acc. Kit Global WY-FY Program Storage Box;
- b. Digital Media Player V5.2-perpetual software license for WY-FY Program Storage Box;
- c. Software support/maintenance for WY-FY Program Storage Box Digital Media Player;
- d. SMARTNET Digital Media Player WY-FY Program Storage Box Hardware Support (8 hours a day / 5 days per week / next business day);
- e. One (1) Cisco LCD Pro 100, 40 inch, digital signage monitor, 1080p, Bezel N, with remote control;
- f. SMARTNET LCD Pro 100, 40 inch Digital Monitor Hardware Support (8 hours a day / 5 days per week / next business day);
- g. One (1) DMP 4305 Protective Case Mount, Series 1 for WY-FY Program Storage Box;
- h. One (1) Universal Tilt Wall Mount for LCD Pro 100, 40 inch digital monitor; and
- i. All related appurtenances.

(hereinafter "Equipment").

The software support/maintenance and hardware support referenced in this Article shall extend for one (1) year from the date of installation of the Equipment.

The total expenditures for this Program shall not exceed \$50,000.00. The expenditure of the funds and the activities of the parties shall be in full compliance with the terms and conditions of this Inter-municipal Agreement (hereinafter "Agreement"), as well as the terms and conditions of the grant contract agreement

between the COUNTY and the State of New York, which provided the underlying funding to the COUNTY. (Schedule "A").

ARTICLE 2. TERMS OF AGREEMENT

MUNICIPALITY shall:

- a. Receive and utilize the Equipment pursuant to the terms of this Agreement;
- b. Permit the installation, set-up and testing of the Equipment at the City of Newburgh Police Department, 55 Broadway, Newburgh, New York;
- c. Input and upload data relating to crimes classified as Part 1 Index crimes, or crimes where notification of the IMPACT agencies is warranted due to the nature and severity of the crime;
- d. Ensure Equipment operates 24 hours per day, 365 days per year;
- e. Provide the necessary electrical and internet service required for the operation of the Equipment;
- f. Have responsibility for the maintenance, service, and repair of the Equipment once installation, set-up and testing of the Equipment has been completed. This includes taking appropriate steps to obtain maintenance, service and repair services after the expiration of the one (1) year warranty period for hardware support and software support/maintenance;
- g. Take reasonable steps to prevent interference with the operation of the Equipment;
- h. Carry out the designated and intended purpose of the Equipment;
- i. Use the Equipment only in accordance with the intended purposes and objectives of the Byrne Justice Assistance Grant;
- j. Comply with the terms and conditions contained in the Agreement entered into by the COUNTY and the State of New York, including such terms and conditions imposing an obligation and/or restriction on the COUNTY. This includes, but is not limited to, Appendix A, Appendix A-1, Appendix C, Appendix D, Appendix F, Appendix G, and any referenced statute, regulation, or guidance document. A copy of the Agreement between the COUNTY and the State of New York is annexed to this Agreement as Schedule A; and
- k. Provide any and all documentation required by COUNTY to meet its obligations under this Agreement or the agreement between the COUNTY and the State of New York. (Exhibit "A").

Municipality acknowledges that the Equipment is the property of the State of New York.

ARTICLE 3. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement beyond assignment of the Equipment pursuant to the terms of this Agreement.

This Agreement may be terminated or reduced, at the sole discretion of the COUNTY, if the funding for the Program is terminated, reduced, or not provided to the County.

ARTICLE 4. PROCUREMENT OF AGREEMENT

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

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach.

ARTICLE 5. CONFLICT OF INTEREST

MUNICIPALITY represents and warrants that its directors, officers, members, partners and/or employees do not, and shall not, have an interest that conflicts in any manner with this Agreement. MUNICIPALITY further represents and warrants that it shall not employ any person having such an interest. No elected official, officer of the COUNTY, employee of the COUNTY, person whose salary is payable (in whole or in part) by the COUNTY, or any corporation, partnership or association that a COUNTY official, officer or employee is directly or indirectly interested, shall have an interest in this Agreement, unless such person (1) if required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure Form to include the specific interest in this Agreement, or (2) if not required to complete and submit such a disclosure form, said person must either voluntarily complete and submit said Disclosure form disclosing the specific interest in this Agreement or seek a formal opinion from the Orange

County Ethics Board as to whether or not a conflict of interest exists.

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

ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE 7. BOOKS AND RECORDS

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

ARTICLE 8. RETENTION OF RECORDS

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

ARTICLE 9. AUDIT BY THE COUNTY AND OTHERS

All books, records and other documents relating to this Agreement are subject to audit by the County, the State of New York, the federal government and/or other person or entity duly authorized by the County to perform such audit. MUNICIPALITY shall submit any documentation relating to this Agreement, that may be required by the County or by the Agreement between the County and the State of New York.

ARTICLE 10. INDEMNIFICATION

MUNICIPALITY agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) relating to the Equipment or the Services to be provided under this Agreement.

ARTICLE 11. TERMINATION

The County may, by written notice to MUNICIPALITY effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of MUNICIPALITY to comply with any of the terms or conditions of this Agreement, or (3) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this Agreement, the MUNICIPALITY shall comply with any and all County closeout procedures, including, but not limited to, furnishing within thirty (30) days an inventory of all Equipment, appurtenances and property in the possession of the MUNICIPALITY that was provided to MUNICIPALITY pursuant to this Agreement, and carrying out any County directive concerning the disposition of the Equipment.

In the event the COUNTY terminates this Agreement in whole or in part, the Equipment will no longer be used by the MUNICIPALITY without the written consent of the COUNTY.

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

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

MUNICIPALITY shall not dispose of any Equipment without the written consent of the COUNTY.

ARTICLE 12. GENERAL RELEASE

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

ARTICLE 13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize all Equipment purchased under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time the Equipment is purchased and/or utilized.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which

supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this Agreement that imposes on the COUNTY any financial obligation. The provisions of this Agreement shall apply with full force and effect to any amendment or modification of this Agreement.

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

County of Orange

City of Newburgh

By: _____
Edward A. Diana
County Executive

By: _____
Name:
Title:

Date: _____

Date: _____

**DEBARMENT AND SUSPENSION CERTIFICATION
(EXECUTIVE ORDER 12549)**

On February 18, 1986, Executive Order (EO) 12549, "Debarment and Suspension", authorized establishing a government-wide system for excluding, in appropriate cases, individuals and legal entities from participating in Federal financial programs and activities.

The Byrne Justice Grant for Digital Signage falls under this Executive Order. A person or entity currently debarred or suspended from receiving Federal financial assistance is not eligible to accept funding/equipment under the Byrne Justice Grant Program.

I, _____, hereby certify as follows:

I am the _____ of the _____, which is not debarred, suspended, ineligible, or excluded from participating in programs and activities involving Federal financial and nonfinancial assistance and benefits.

The information contained in this certification is true and accurate, to the best of my knowledge.

Signature of Authorized Certifying Official

Print Name

Title

Date

CERTIFICATE OF AUTHORITY

I, _____, hereby certify as follows:

I am the (title) _____ of the _____ of _____ . On _____, 2011 I executed the Inter-Municipal Agreement between the County of Orange and the _____ of _____ . At the time of this execution I was duly authorized to execute such Agreement, and that such authority was in full force and effect.

Signature: _____

Print Name: _____

Address: _____

Date: _____

ACKNOWLEDGEMENT

State of New York
County of Orange

On the ____ day of _____ 2011, before me, the undersigned, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Drug-Free Workplace

The undersigned certifies that MUNICIPALITY will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the MUNICIPALITY's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about --
 1. The dangers of drug abuse in the workplace;
 2. The MUNICIPALITY's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying the agency, in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the MUNICIPALITY, I hereby certify that the MUNICIPALITY will comply with the above certification.

Signature of Authorized Certifying Official

Print Name

Title

Date

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned or the Municipality, to any person or entity to be used for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. This certification is a material representation of fact upon which reliance has been placed when this Agreement was made. Submission of this certification is a prerequisite for entering into this Agreement pursuant to § 1352, title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Address: _____

Date: _____

Certified Assurances for Federally-Supported Projects

MUNICIPALITY hereby assures and certifies compliance with all Federal and State statutes, regulations, policies, guidelines, and requirements that govern the application, acceptance, and use of Federal funds and/or equipment purchased with Federal funds. The MUNICIPALITY assures and certifies that:

1. It possesses legal authority to accept grant money and/or equipment purchased with grant money; if required, a resolution, motion, or similar action, has been duly adopted or passed as an official act of the applicant's governing body, authorizing the acceptance of grant money and/or equipment purchased with grant money, and authorizing the person identified as the official representative of the Municipality to provide such additional information as may be required.
2. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
3. It will comply with the provisions of Federal law known as the Hatch Act, which limits certain political activities of employees of a State or local government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC § 1501, *et seq.*, as amended).
4. It will comply with the minimum wage and minimum hours provisions of the Federal Fair Labor Standards Act, if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the U.S. Department of Justice, New York State Division of Criminal Justice Services (DCJS) or the New York State Comptroller's Office, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the U.S. Department of Justice and New York State concerning special requirements of law, program requirements, and other administrative requirements.
8. It will ensure that the facilities under its ownership, lease, or supervision that shall be utilized in the accomplishment of the project (if any) are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify DCJS of the receipt of any communication from the Director of the EPA Office

of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

9. It will comply with the flood insurance requirements of § 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, § 102 (a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or other form of direct or indirect Federal assistance.
10. It will assist DCJS in its compliance with § 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593 and the Archeological and Historical Preservation Act of 1966 (16 U.S.C. 496a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, notifying DCJS of the existence of any such properties, and by (b) complying with all requirements established by the Federal Government to avoid or mitigate adverse effects upon such properties.
11. It will comply with the applicable provisions of the Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victim of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs *Financial Guide*; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure, Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environment Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
13. It will comply with, and all its contractors will also comply with, the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; § 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975;

Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination. C.F.R. Part 35 and Part 39.

14. It assures that in the event a Federal or State court, or a Federal or State administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against applicant, the applicant will forward a copy of the finding to DCJS for transmittal to the U.S. Department of Justice, Office of Civil Rights.
15. It will be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered pursuant to this agreement. MUNICIPALITY will indemnify and hold harmless New York State and its officers and employees from claims, suits, actions, damages, and costs of every nature arising out of the provision of federally-funded services.
16. It assures that Federal formula grant funds, or the required cash matching funds, will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement and criminal justice activities.
17. It assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which federal funds are made available, shall be in addition to funds that would otherwise be made available for law enforcement and criminal justice activities by recipients of grant funds.
18. It assures that it shall maintain such data and information and submit such reports in such form at such times and containing such data and information as DCJS may reasonably require to administer the program.
19. It agrees that, in compliance with § 623 of Public Law 102-141, no amount of this award shall be used to finance the acquisition of goods or services (including construction services) that have an aggregate value of \$500,000 or more, unless the recipient:
 - a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and
 - b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.
20. New York State agency applicants assure compliance with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the Federal Government to maintain a drug-free workplace.

21. It agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the MUNICIPALITY describing program or project funded (in whole or in part) with Federal funds, shall contain the following statement:

"This project was supported by Grant Management System number BJ10-1142-D00, awarded by the Office of Justice Programs, U.S. Department of Justice to the State of New York, Division of Criminal Justice Services (DCJS). Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or DCJS."

The applicant also agrees that one copy of any such publication will be submitted to DCJS to be placed on file and distributed as appropriate to other potential grantees or interested parties. DCJS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the applicant.

Instructions for Certification

22. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
23. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
24. MUNICIPALITY shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Signature: _____

Print Name: _____

Address: _____

Date: _____

RESOLUTION NO.: 22-2012

OF

FEBRUARY 14, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE
NEW YORK STATE GEOGRAPHIC INFORMATION SYSTEMS (GIS)
COOPERATIVE DATA SHARING AGREEMENT
FOR USE WITH LOCAL GOVERNMENTS OF NEW YORK STATE
AND NOT-FOR-PROFIT ENTITIES

WHEREAS, New York State, under Technology Policy 96-18, established an initiative to create a framework and criteria for the development of a statewide New York State Geographic Information Systems ("GIS") Program; and

WHEREAS, this initiative includes a structure to implement the GIS program and obtain broad representation among the State's varied GIS user community, which includes a Coordinating Body charged with providing policy recommendations to the Office of Cyber Security (OCS) and establishing a framework for the easy dissemination of GIS Data between agencies at minimal cost and without delay, and the Coordinating Body recommended creating the New York State GIS Data Sharing Cooperative as a mechanism to accomplish this data sharing; and

WHEREAS, New York State wishes to encourage agencies of the State of New York and its political subdivisions and other non-profit corporations or other non-commercial entities to join and participate in the Cooperative and share GIS Data and also wishes to encourage agencies of the Federal government, other states, and other sovereigns to join and become Members of the Cooperative and participate in sharing of GIS Data; and

WHEREAS, the City of Newburgh wishes to join and participate in the Cooperative and share GIS Data;

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 an agreement with the Office of Cyber Security to join and participate in the New York State Geographic Information Systems Cooperative Data Sharing Agreement, in substantially the form attached hereto with such other terms as may be deemed appropriate and necessary by Corporation Counsel to protect the interests of the City of Newburgh.

**THE NEW YORK STATE GEOGRAPHIC INFORMATION SYSTEMS (GIS)
COOPERATIVE DATA SHARING AGREEMENT**

**FOR USE WITH
LOCAL GOVERNMENTS OF NEW YORK STATE AND NOT-FOR-PROFIT ENTITIES**

This Agreement is executed by and between the Office of Cyber Security, responsible for planning and coordinating Geographic Information Systems (hereafter collectively referred to as the State), having an office at 1220 Washington Avenue, Building 7A, Floor 4, Albany, NY 12242, and:

(Agency) City of Newburgh, Engineering Department, having an office at
(Address) 83 Broadway, Newburgh, NY 12550, which is legally
recognized as a local governmental agency or not-for-profit entity (Member).

WITNESSETH:

WHEREAS, the State, under Technology Policy 96-18, established an initiative to create a framework and criteria for the development of a Statewide New York State Geographic Information Systems (GIS) Program; and,

WHEREAS, this initiative includes a structure to implement the GIS program and obtain broad representation among the State's varied GIS user community. The GIS structure includes a Coordinating Body charged with providing policy recommendations to the Office of Cyber Security (OCS) and establishing a framework for the easy dissemination of GIS Data between agencies at minimal cost and without delay. The Coordinating Body recommended creating the New York State GIS Data Sharing Cooperative (Cooperative) as a mechanism to accomplish this data sharing; and

WHEREAS, one of the purposes of OCS is to coordinate GIS, the State wishes to encourage agencies of the State of New York and its political subdivisions and other non-profit corporations or other non-commercial entities to join and become Members of the Cooperative and participate in sharing of GIS Data and Member wishes to join and participate in the Cooperative and share GIS Data. The State also wishes to encourage agencies of the Federal government, other states, and other sovereigns to join and become Members of the Cooperative and participate in sharing of GIS Data; and

WHEREAS, Member wishes to join and participate in the Cooperative and share GIS data.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

I. GENERAL TERMS AND CONDITIONS

A. Definitions- For the purposes of this Agreement, the following terms are defined:

1. Clearinghouse - a worldwide web site hosted by the State of New York, which acts as a repository for spatial Metadata and other information that promote cooperation among users in the GIS community.
2. Cooperative - the group of governmental agencies and not-for-profit entities which have executed Data Sharing Agreements for the purpose of exchanging and improving access to GIS Data for Members.
3. Cooperative Custodian - a custodian designated by the Coordinating Body for distribution, only within the Cooperative, of data for which the custodian may not otherwise be considered the primary custodian of such data.
4. Coordinating Body - acts as a Standing Committee of the State.
5. Data - consists of the digital databases or data layers which contain references to locations on the earth's surface.
6. Improved Data - includes any or all of the following: correction of errors; addition of missing features for feature categories already represented in the Data; improvement of positional accuracy; revision to improve the temporal quality of the Data; correction of descriptive attribute data for categories already represented in the Data; and any other action which improves the existing Data without creating new categories of data not previously present in the Data.
7. Intermediary Custodian - a Member, designated in writing by one or more Members, who agrees to act on behalf of such Member(s):

- (i) as a Primary Custodian to collect and distribute Data owned by such Member(s) to other Members; and
- (ii) as a Secondary Custodian to receive Data acquired from other Members who are Primary Custodians and redistribute it to Member(s) designating it as its Intermediary Custodian.

The Intermediary Custodian shall have the duty to notify the Coordinating Body of its designation to act on behalf of any Member upon designation by the Member. The Intermediary Custodian shall transmit to the Coordinating Body a copy of the document, signed by the Member, establishing the relationship between the Member and the Intermediary Custodian.

8. Member - an entity that executes a Data Sharing Agreement to participate in the Cooperative.
9. Metadata - information supplied by a Member which describes the characteristics of the Data, which must be in accordance with the Standards for information developed after Member joins the Cooperative.
10. New Data - categories of information not previously present in the Data or Improved Data.
11. Primary Custodian - the Member that developed or owns the Data. Each collection of Data (database, file, layer, etc.) shall have a single Primary Custodian.
12. Secondary Custodian - a Member in possession of Data acquired from the Primary Custodian or from the Cooperative.
13. Standards - the criteria adopted and revised by the Coordinating Body for GIS Data, Improved Data, Metadata, transfer of Data, and/or hardware, software or other items included in the development, dissemination, and use of GIS.
14. State or State agency - refers to New York State and means any state department, board, bureau, division, commission, committee, public authority, public benefit corporation, council, or office or other governmental entity in the State of New York.

B. Nature of the Agreement- The parties expressly acknowledge and agree that this Agreement sets forth the terms and conditions governing the services to be delivered and performance of services to be rendered by the parties.

C. Merger and Order of Precedent-

1. The term "Agreement" shall be deemed inclusive of the following items, as if merged and set forth herein at length:
 - a. The body of the Agreement (i.e., that portion preceding the signatures of the parties in execution);
 - b. Appendix A- Standard Clauses for All New York State Contracts
2. In the event of any inconsistency in or conflict among the document elements of the Agreement identified in Section C.1 herein, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order:
 - a. First, Appendix A, Standard Clauses for All New York State Contracts, attached to the Agreement;
 - b. Second, body of the Agreement

D. Agreement Approval-

1. Member shall cause this Agreement to be executed by the appropriate corporate officer, having the authority to sign on behalf of the Member and such Member shall execute, by signature and affixation of corporate seal in the presence of a notary public.
2. The parties recognize that the Agreement is wholly executory and not fully executed and binding until and unless approved by the State.

E. Term and Termination-

1. This Agreement shall commence on the date the Agreement is fully executed by both parties and shall remain in effect until such time as the Agreement is terminated in accordance with the following provisions:

- a. Voluntary termination shall take effect upon ninety (90) days written notice to the other party.
 - b. Termination for cause shall take effect after the Coordinating Body issues a notice of violation to the Member and such Member fails to cure the violations within thirty (30) days of such notice. Within ten (10) days of the termination date, the Member shall return all Data, Improved Data or New Data to the Primary Custodians.
2. Member agrees not to sell, disclose, or make available any Data, Improved Data or New Data obtained through the Cooperative to anyone subsequent to termination of the Agreement unless required to do so by law. If a Member is required, by law, to release data, improved data or new data, Member agrees to notify the Primary Custodian of such disclosure.
 3. If a Primary Custodian ceases to be a Member of the Cooperative, all Secondary Custodians of Data provided by such Primary Custodian shall continue to have the ability to use the Data in accordance with the terms and conditions of this Agreement.

F. Consideration- As a Member of the Cooperative, Member is entitled to receive and exchange GIS Data. In return, Member agrees to provide Data and Improved Data as specified in Part II, Section A of this Agreement.

G. Disclaimer- Neither the State nor Member assumes any risk, liability or responsibility for the accuracy of Data, Metadata, New Data or material facts submitted by Member to the GIS Clearinghouse.

H. Liability Relating to Third Parties-

1. Member shall indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right, arising out of, or resulting from, Member's acts or omissions in relation to this agreement, provided that the State shall give Member (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Member's sole expense, and (iii) all reasonable assistance in the defense of any such action at the expense of Member.
2. If principles of governmental or public law are involved, the State may participate in the defense of any action identified in this paragraph, but no costs or expense shall be incurred upon the account of Member without Member's written consent.

I. Force Majeure- Neither party will be liable for losses, defaults, or damages under these Agreements which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of these Agreements, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

J. Subcontracting-

1. If Member hires a contractor to develop GIS data, contractor will be required to comply with Standards in providing Metadata.
2. Member shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made, against Member by any contractor or subcontractor which may result in litigation related in any way to this Agreement or which may affect the performance of duties under this Agreement.

K. Assignment-

1. The State agrees not to assign this Agreement without prior notice to the Member.
2. Member may not assign this Agreement without the prior written consent of the State.
3. All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of the parties hereto to the same extent as if each such successor or assign were named a party hereto.

L. Entire Agreement- These documents constitute the entire Agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained

herein shall be binding or valid. This Agreement shall not be changed, modified or altered in any manner except by written instrument executed by authorized representatives of both parties.

M. Applicable Law- This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

N. Member's Status- The legal status of Member, its agents, officers and employees is that of an independent contractor. In no manner shall it or they be deemed employees of the State of New York, and, therefore, are not entitled to any of the benefits associated with such employment.

O. Notices- All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, or hand delivered, (i) if to the State, addressed to the State at its address set forth herein, and (ii) if to Member, addressed to Member at its address set forth herein. The parties may specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for purposes of this Agreement.

P. Conflict of Interest- If during the term of the Agreement Member becomes aware of an actual or potential relationship which may be considered a conflict of interest, Member shall notify the State in writing immediately.

Q. Severability- Should any provision of the Agreement be declared or found to be illegal, unenforceable, ineffective or void, then each party shall be relieved of any obligation arising from such provision; the balance of the Agreement, if capable of performance, shall remain in full force and effect.

II. SPECIFIC TERMS AND CONDITIONS

A. Member's Responsibilities- Member warrants and represents the following:

1. **Population of GIS Clearinghouse** - Member agrees to populate the GIS Clearinghouse with Metadata in accordance with the Standards and other information regarding Member Representative, projects, training opportunities and other events of interest to the GIS community for the easy dissemination and use of its Data to Members as well as others. Information supplied by a Member which describes the characteristics of the Data created prior to Member's participation in the Cooperative is not required to meet such Standards.
2. **Maintenance and Improvement of Data**
 - a. Member agrees that a significant benefit of the Cooperative is the potential for improvement of Data for all Members. Accordingly, Member agrees to provide Primary Custodians with any improved Data which may be produced during the Member's use of the Data, including work done by third parties such as consultants or contractors that may perform on behalf of the Member. Improved Data shall belong to the Primary Custodian of the original Data unless a separate agreement has been reached with the original Primary Custodian and notice thereof sent to the Coordinating Body.
 - b. Member shall provide Improved Data to the Primary Custodian in accordance with the Standards. Such Standards shall include references to or copies of relevant supporting information sources that the Primary Custodian would need to verify the improvements and incorporate them into the Data. Improved Data are to be provided to Primary Custodians in a timely manner but not less than annually. The Primary Custodian shall determine whether to incorporate the improvements into the Data.
3. **Data Sharing**- Where the Member is a Primary Custodian, such Member agrees to make Data available to the Cooperative. Such Member agrees to provide Data within a reasonable time to the Cooperative at an amount not to exceed the cost of media and delivery, unless specifically authorized to charge otherwise by Federal or State statute. In the event another Member requests Data which requires additional work such as programming, analysis, or conversion by the Primary Custodian, the Primary Custodian may, at its option, undertake the work and charge a fee limited to the actual cost of fulfilling the request, including personnel expense, unless otherwise specifically authorized to charge otherwise by Federal or State statute.
4. **Requests for Data**- Member agrees to forward any requests for Data to the Primary Custodian, unless disclosure of Member's records containing such data is otherwise required by law; and, in such latter case, Member agrees to notify the Primary Custodian of such disclosure.
5. **Release of Data, New Data, or Improved Data**-

- a. Unless required by law, under no circumstances shall a Member release Data, New Data, or Improved Data in whole or in part for which it is not the Primary Custodian to a non-member of the Cooperative.
 - b. Unless otherwise restricted by law, there are no restrictions on the release of Data, New Data, or Improved Data in whole or in part by a Member of the Cooperative who is the Primary Custodian of such data.
 - c. Information exchanged or received from the Cooperative by a Member shall not be used for any commercial activity, marketing or advertising when the purpose of such activity is for profit-making or other commercial purpose.
6. **Member's Agents or Consultants-** Member shall ensure in writing that any Data transferred to or prepared by Member's agent or consultant will be in the custody and control of Member and shall not alter the rights and obligations of Member as a Primary or Secondary Custodian of the Data. Member agrees to adhere to the criteria adopted by the Coordinating Body regarding release of Data to an agent or consultant.
7. **New Data-**
- a. Member acknowledges and agrees that New Data shall belong to the Member which produced it and that such Member shall be deemed the Primary Custodian of the New Data. Member may transfer Primary Custodian designation of the New Data to another Member upon mutual agreement and notice to the Coordinating Body. In the event that a dispute exists over ownership of New Data, the Coordinating Body shall be responsible for designating the Primary Custodian.
 - b. Members are encouraged to enhance, extend, or supplement the Data to meet their needs. Member, upon creating New Data, agrees to consult with all Primary Custodians upon whose Data the New Data may be based to notify them of the creation of the New Data.
8. **Standards-** Except for information supplied by a Member which describes the characteristics of the Data created prior to the Member joining the Cooperative or Standards adopted by other states and federal agency Members, Member agrees to adhere to all Standards adopted by the Coordinating Body as soon as practicable. The Office of Cyber Security, through the Coordinating Body, shall notify Member of all Standards adopted and revised by the Coordinating Body for GIS Data, Improved Data, Metadata, transfer of Data, and/or hardware, software, or other items included in the development, dissemination, and use of GIS. While other states and federal agencies are not required to adopt New York State's Standards, they are encouraged to consider them for their adoption, where appropriate.
9. **Privacy/Confidentiality-** Member agrees that no party will be required to disclose any Data for which it is not the primary custodian unless required by law.
10. **Member Representative-** Member agrees to designate a single representative who will act as the authorized liaison to other Members of the Cooperative for purposes of data sharing, notification of Improved Data, Clearinghouse information, and other communication as required by the Cooperative. Each Member representative shall be listed with name, Member business address, telephone and facsimile numbers, and e-mail address at the Clearinghouse.
11. **Member Status-** Member acknowledges that its participation in the Cooperative is contingent upon having and maintaining its status as a valid governmental Member, non-profit corporation or other non-commercial entity. If at any time Member's status has changed or is subject to change, Member shall immediately notify the Cooperative in writing of such change or potential change.
12. **Provisions Required by Law-** Member agrees to comply with all of the provisions set forth in Appendix A, Standard Contract Clauses for All New York State Contracts, attached hereto and made a part hereof as Appendix A.

B. State's Responsibilities-

1. **Standards-** The State, through the Coordinating Body, shall notify Member of all Standards adopted and revised by the Coordinating Body for GIS Data, Improved Data, Metadata, transfer of Data, and/or hardware, software, or other items included in the development, dissemination, and use of GIS.
2. **Disputes-** When disputes arise among Members of the Cooperative, the State, through the Coordinating Body, shall mediate such disputes.

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New York State
Office of Cyber Security
1220 Washington Ave.,
Building 7A, 4th Flr.
Albany, NY 12242
518-242-5029
Fax No.: 518-322-4976

TO: Potential GIS Cooperative Members

FROM: William F. Johnson, Assistant Deputy Director



SUBJECT: Geographic Information Systems Data Sharing Cooperative Agreement
and Related Documents

I. INTRODUCTION

In July of 1997, James Natoli, Director of State Operations issued Policy 97-6 on Geographic Information Systems (GIS) data sharing. Pursuant to that policy, State agencies were asked to share in the creation, use and maintenance of GIS datasets at the least possible cost. The policy also established the "New York State GIS Data Sharing Cooperative." This Cooperative was established to provide a vehicle through which State and Federal agencies, local governments, and not-for-profits could easily obtain computerized data from other members of the Cooperative at little or no cost.

II. DATA SHARING COOPERATIVE AGREEMENT

The attached Data Sharing Agreement forms the basis for this Cooperative. The Agreement was developed by the GIS Legal Work Group which represented local and State government, as well as the private sector involved in GIS. We encourage you to take advantage of this opportunity to become members of the Cooperative and avail yourself of the datasets. (Please note that you do NOT have to currently own datasets to join the Cooperative.)

Page Two

If you are interested in joining the Cooperative:

- 1) Please sign and return two (2) original, duly executed copies of the Agreement to the NYS Office of Cyber Security (OCS) office;
- 2) Please ensure that both copies of the Agreement are signed by a person who has been granted legal authority to contract on behalf of the entity (i.e., if a Town, the Town Supervisor); and
- 3) Please have the member's signature notarized on both copies of the Agreement.
- 4) If you are claiming not-for-profit status, you must include a copy of your 501(c)(3) status letter.

III. DESIGNATED CONTACT

In addition to signing the duplicate originals of the Agreement, each member is asked to designate a contact (see attached form) that will act as your representative for data sharing. Please complete the contact sheet and return it to OCS with the duplicate originals of the Agreement. A listing of the Cooperative members and the contacts is currently available through the NYS GIS Clearinghouse (<http://nysgis.state.ny.us>). Within ten (10) days from receipt of your signed Agreement, the OCS office will electronically post your information to the Clearinghouse. Your User ID will be forwarded to you along with a copy of your signed agreement; your Password will follow under separate cover. You may contact our staff at (518) 242-5029 for any questions concerning your password or accessing data on the Clearinghouse.

IV. GIS DATA RESOURCES FORM

One of the objectives of the Cooperative is to obtain metadata (descriptive information about the data) from members concerning GIS data that they currently own. This will provide a description of the datasets available across the State. These descriptions will be available electronically at the GIS Clearinghouse and will help to eliminate redundancy in data development. While we are requesting that metadata be forwarded to the Clearinghouse as soon as possible, we understand that this process will not be immediate. In the interim, we are requesting that a simple listing be provided for the GIS datasets each member currently owns so that we can make this information available on the Clearinghouse web site. Once OCS has the signed and notarized duplicate originals of the Agreement, as well as the completed contact and inventory forms, we will sign, process and return one duplicate original Agreement for your records.

V. RETURNING DOCUMENTS

Please return two (2) signed duplicate originals of the Agreement, a copy of your 501(c)(3) letter, if applicable, along with the contact name and the GIS Data Resources form to:

**NYS Office of Cyber Security
Attn: NYS GIS Data Sharing Cooperative
1220 Washington Ave., Building 7A, 4th Flr
Albany, NY 12242**

If you have any questions regarding the Data Sharing Agreement or related documents, please contact William F. Johnson at the NYS Office of Cyber Security at (518) 242-5200 or via e-mail at: WJohnson@dhsec.ny.gov.

Attachments

RESOLUTION NO.: 23-2012

OF

FEBRUARY 14, 2012

A RESOLUTION RE-APPOINTING MEMBERS
AND APPOINTING NEW MEMBERS
OF THE CITIZENS ADVISORY COMMITTEE

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that pursuant to Section 12-2 of the Code of Ordinances, the following individuals be and hereby are re-appointed retroactively to the Citizens Advisory Committee for a term of three (3) years commencing on January 1, 2012; and

Ward 1:

District 1 Frances Cott
District 2 George Stylians

Ward 2

District 1 Booker T. Simmons III

Ward 4

District 1 Pauline Dillard
District 3 Mary Verdegaal

Ward 5

District 1 Susan Turner
District 2 Brian S. Denniston

Ward 6

District 1 Jose Raminez
District 3 Marvin & Joyce Susskind

Ward 7

District 1 Mary Keller

Ward 8

District 1 Adele Esposito
District 2 Katy O'Dea

Ward 9

District 1 Mabel Frost

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that pursuant to Section 12-2 of the Code of Ordinances, the following individuals be and hereby are appointed to the Citizens Advisory Committee for a term of three (3) years commencing on January 1, 2012;

Ward 1:

District 1 Jeff Wallace
District 3 Amanda Hickey
District 4 Michael James

Ward 2

District 1 Susan Smith
District 2 Nora Confresi

Ward 3

District 1 Brenda McPhail
 Tammi Hollins
District 2 Betsy Sharpe

Ward 4

District 1 Mary Elin Korchinsky
 Mark Carnes
District 3 Janet Gianopoulos

Ward 6

District 2 Stacey Burks

Ward 7

District 3 George Bowles

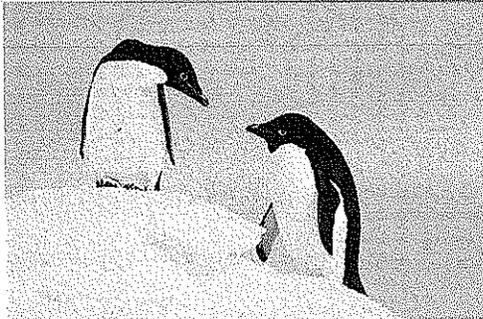
Ward 8

District 1 Jason Nordlund

Ward 9

District 1 Edwin Gotay
District 2 Alexandra Medina
 Deborah Danzy

BE IT FURTHER RESOLVED, that Regina Angelo be and hereby is re-appointed as Council liaison of the Citizens Advisory Committee.



2011-2012 Snow Emergency: How-To

Contact radio stations:

- **WGNY/WBNR (Fox Radio 96.7 & 103.1):**

The Fox Storm Center on the Internet (www.wgnyfm.com/stormcenter)

NEW: Enter User ID: [REDACTED]

Once you have logged in you can enter your information including the time the snow emergency goes into effect. Do not change the system boxes for date and time- these are automatic.

If you have trouble with website, call the station, the number is: [REDACTED]
[REDACTED] If no answer, please leave your name and password, [REDACTED] your call back number, state you are the City of Newburgh, and any details. (Time emergency goes into effect; alternate side of the street parking regulations are in effect are most important)

- **WHUD/WSPK:**

Call 838-6000 The password is [REDACTED]

ALTERNATE WEEKEND/HOLIDAY NUMBER: [REDACTED]

This puts you right into the studio. **DO NOT LEAVE A MESSAGE ON ANY MACHINE.**

ELRITMO/WPDH/ WRRV/MIX 97:

Call [REDACTED]
.M-F call [REDACTED] On weekends or holidays, only email announcements are accepted. snowclosings@cityofus.com The password is: [REDACTED]

Announcements must include the code in the subject line.

Don't forget to leave announcement on the City Hall hotline- 569-7398. (Procedure and sample announcements attached)

Please let emergency services department heads know asap (phone is best). If daytime, email all City employees, notify Council by phone or email also. **Please ask if Police can go out prior to enforcing and announce snow emergency over PA.**

Contacts:

- Use **Snow Emergency Notification** email list in contacts – in addition to media has local contacts (hospital, college, school district, etc) who want to be notified
- Fax press release if possible- list by fax machine in Exec office
- Templates for snow emergency are attached in English and Spanish and can be found in Execserver/Annk/SNOW
- Don't forget to put it on the website too!

City of Newburgh

Press Release

83 Broadway, Newburgh, N.Y. 12550
(845) 569-7354 – (845) 569-7370

For immediate release
date

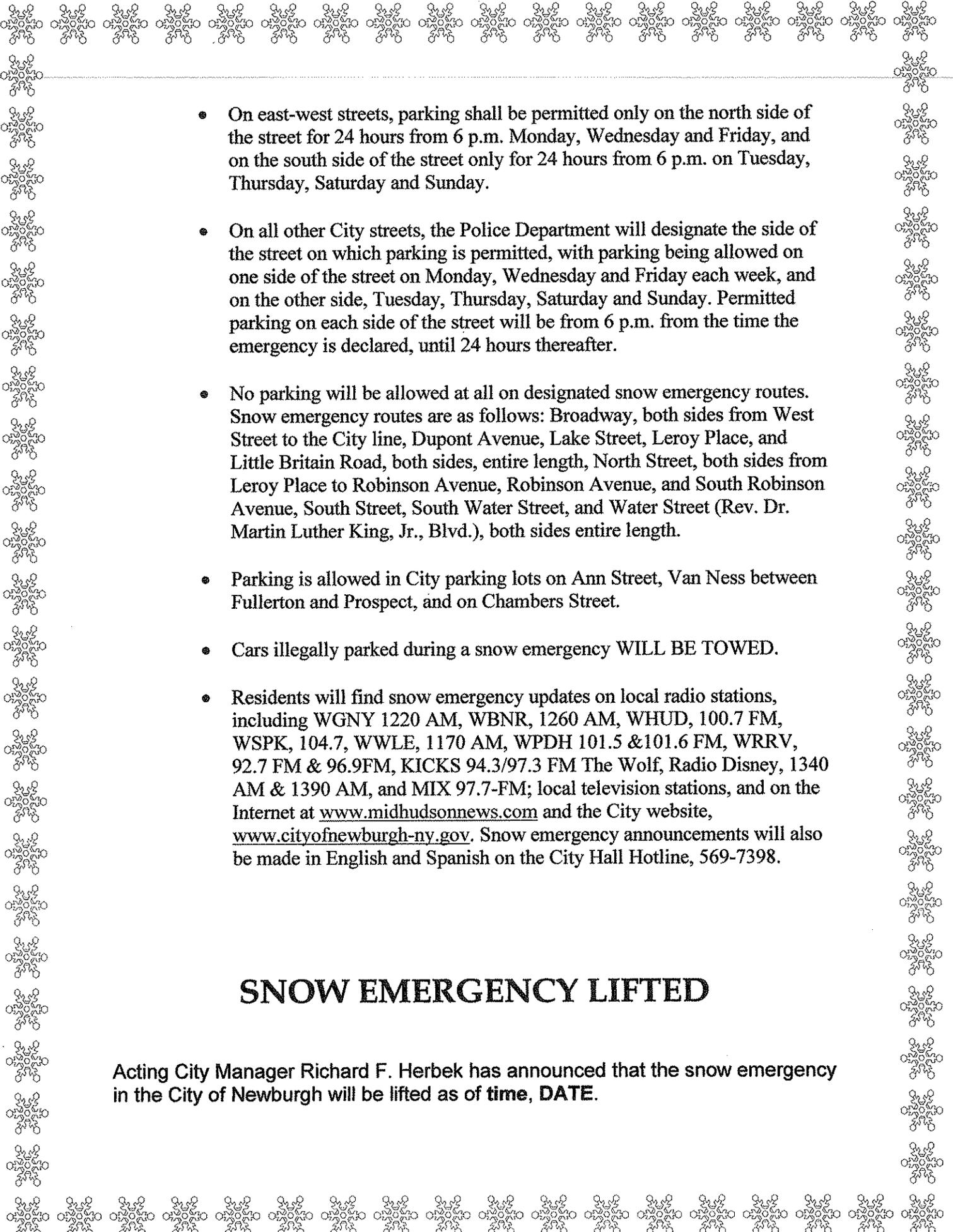
SNOW EMERGENCY DECLARED

Acting City Manager Richard F. Herbek has declared a snow emergency in the City of Newburgh effective at ----- **today**, ----- at _____.

A snow emergency automatically goes into effect at any time there has been an accumulation of snow and ice of 2 1/2 inches or more.

During a snow emergency, alternate side of the street parking regulations are in effect as follows:

- On north-south streets, parking is permitted on the east side of the street only for 24 hours, from 6 p.m. Monday, Wednesday, and Friday of each week, and on the west side of the street only for 24 hours, from 6 p.m. Tuesday, Thursday, Saturday and Sunday.

- 
- On east-west streets, parking shall be permitted only on the north side of the street for 24 hours from 6 p.m. Monday, Wednesday and Friday, and on the south side of the street only for 24 hours from 6 p.m. on Tuesday, Thursday, Saturday and Sunday.
 - On all other City streets, the Police Department will designate the side of the street on which parking is permitted, with parking being allowed on one side of the street on Monday, Wednesday and Friday each week, and on the other side, Tuesday, Thursday, Saturday and Sunday. Permitted parking on each side of the street will be from 6 p.m. from the time the emergency is declared, until 24 hours thereafter.
 - No parking will be allowed at all on designated snow emergency routes. Snow emergency routes are as follows: Broadway, both sides from West Street to the City line, Dupont Avenue, Lake Street, Leroy Place, and Little Britain Road, both sides, entire length, North Street, both sides from Leroy Place to Robinson Avenue, Robinson Avenue, and South Robinson Avenue, South Street, South Water Street, and Water Street (Rev. Dr. Martin Luther King, Jr., Blvd.), both sides entire length.
 - Parking is allowed in City parking lots on Ann Street, Van Ness between Fullerton and Prospect, and on Chambers Street.
 - Cars illegally parked during a snow emergency **WILL BE TOWED**.
 - Residents will find snow emergency updates on local radio stations, including WGNV 1220 AM, WBNR, 1260 AM, WHUD, 100.7 FM, WSPK, 104.7, WWLE, 1170 AM, WPDH 101.5 & 101.6 FM, WRRV, 92.7 FM & 96.9FM, KICKS 94.3/97.3 FM The Wolf, Radio Disney, 1340 AM & 1390 AM, and MIX 97.7-FM; local television stations, and on the Internet at www.midhudsonnews.com and the City website, www.cityofnewburgh-ny.gov. Snow emergency announcements will also be made in English and Spanish on the City Hall Hotline, 569-7398.

SNOW EMERGENCY LIFTED

Acting City Manager Richard F. Herbek has announced that the snow emergency in the City of Newburgh will be lifted as of time, **DATE**.

Residents will find snow emergency updates on local radio stations, including WGNV 1220 AM, WBNR, 1260 AM, WHUD, 100.7 FM, WSPK, 104.7, WWLE, 1170 AM, WPDH 101.5 & 101.6 FM, WRRV, 92.7 FM & 96.9FM, KICKS 94.3/97.3 FM The Wolf, Radio Disney, 1340 AM & 1390 AM, and MIX 97.7-FM; local television stations, and on the Internet at www.midhudsonnews.com and the City website, www.cityofnewburgh-ny.gov. Snow emergency announcements will also be made in English and Spanish on the City Hall Hotline, 569-7398.

Snow emergency declared- Spanish

EMERGENCIA DE NIEVE DECLARADO

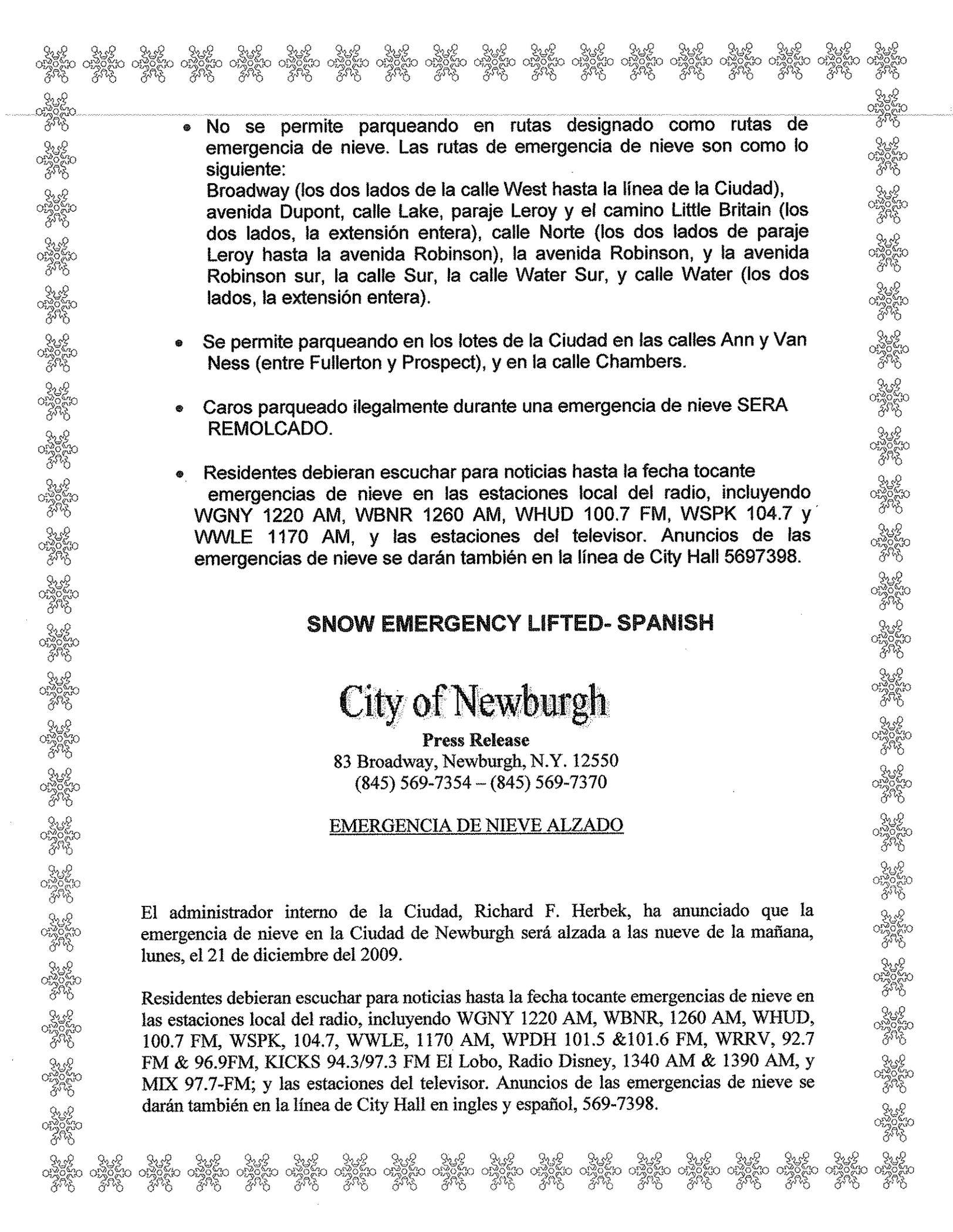
El administrador de la Ciudad, Richard F. Herbek, ha dado un aviso de nieve comenzando a las _____, _____, el _____.

time day date

Una emergencia de nieve automáticamente se pone en efecto a cualquier hora que hay una acumulación de nieve y hielo de mas de 2½ pulgadas o mas.

Durante una emergencia de nieve, las siguientes reglas de parqueando los autos están en efecto.

- En calles norte sur se puede parquear solamente en el lado este de la calle para 24 horas, de la seis de la noche los lunes, miércoles y viernes de cada semana, y en el lado oeste de la calle para solamente 24 horas, de la seis de la noche los martes, jueves, sábado y domingo.
- En las calles este oeste, se puede parquear solamente en el lado norte de la calle por 24 horas, de las seis de la noche los lunes, miércoles y viernes, y en el lado sur de la calle para solamente 24 horas, de la seis de la noche los martes, jueves, sábado y domingo.
- En todas las otras calles de la Ciudad, el departamento de policía apuntara el lado de la calle donde parqueando esta permitido, con el parqueo permitido en un lado de la calle los lunes, miércoles y viernes de la semana, y en el otro lado los martes, jueves, sábado y domingo. Parqueando en cada lado de la calle estará permitido de las seis de la noche, desde el tiempo que la emergencia esta declarado hasta 24 horas después.

- 
- No se permite parqueando en rutas designado como rutas de emergencia de nieve. Las rutas de emergencia de nieve son como lo siguiente:

Broadway (los dos lados de la calle West hasta la línea de la Ciudad), avenida Dupont, calle Lake, paraje Leroy y el camino Little Britain (los dos lados, la extensión entera), calle Norte (los dos lados de paraje Leroy hasta la avenida Robinson), la avenida Robinson, y la avenida Robinson sur, la calle Sur, la calle Water Sur, y calle Water (los dos lados, la extensión entera).

- Se permite parqueando en los lotes de la Ciudad en las calles Ann y Van Ness (entre Fullerton y Prospect), y en la calle Chambers.
- Caros parqueado ilegalmente durante una emergencia de nieve SERA REMOLCADO.
- Residentes debieran escuchar para noticias hasta la fecha tocante emergencias de nieve en las estaciones local del radio, incluyendo WGNY 1220 AM, WBNR 1260 AM, WHUD 100.7 FM, WSPK 104.7 y WWLE 1170 AM, y las estaciones del televisor. Anuncios de las emergencias de nieve se darán también en la línea de City Hall 5697398.

SNOW EMERGENCY LIFTED- SPANISH

City of Newburgh

Press Release

83 Broadway, Newburgh, N.Y. 12550
(845) 569-7354 – (845) 569-7370

EMERGENCIA DE NIEVE ALZADO

El administrador interno de la Ciudad, Richard F. Herbek, ha anunciado que la emergencia de nieve en la Ciudad de Newburgh será alzada a las nueve de la mañana, lunes, el 21 de diciembre del 2009.

Residentes debieran escuchar para noticias hasta la fecha tocante emergencias de nieve en las estaciones local del radio, incluyendo WGNY 1220 AM, WBNR, 1260 AM, WHUD, 100.7 FM, WSPK, 104.7, WWLE, 1170 AM, WPDH 101.5 & 101.6 FM, WRRV, 92.7 FM & 96.9FM, KICKS 94.3/97.3 FM El Lobo, Radio Disney, 1340 AM & 1390 AM, y MIX 97.7-FM; y las estaciones del televisor. Anuncios de las emergencias de nieve se darán también en la línea de City Hall en ingles y español, 569-7398.

RESOLUTION NO.: 24 -2012

OF

FEBRUARY 14, 2012

A RESOLUTION AUTHORIZING THE SUBMISSION
OF A HOME RULE REQUEST TO THE LEGISLATURE OF THE STATE OF NEW
YORK REQUESTING THE ENACTMENT INTO LAW OF
SENATE BILL S03959 AND ASSEMBLY BILL A07299
AUTHORIZING THE CITY OF NEWBURGH TO ESTABLISH AN
ADMINISTRATIVE TRIBUNAL TO HEAR AND DETERMINE
PARKING, STANDING AND STOPPING VIOLATIONS

WHEREAS, the establishment of an administrative tribunal to hear and decide parking, standing and stopping violations in the City of Newburgh would be of great benefit to the administration of justice and to the enforcement of traffic laws and enhance urban commerce; and

WHEREAS, pursuant to Municipal Home Rule Law it is necessary for the New York State Senate and Assembly to enact respectively bills which would establish such a tribunal in the City of Newburgh; and

WHEREAS, pursuant to Municipal Home Rule Law Section 30 it is necessary and appropriate to send this Home Rule Request asking that the subject legislation be enacted and said tribunal be thus created;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York does hereby authorize the submission of this Home Rule Request to the Senate and Assembly of the State of New York requesting the adoption into law of Bills S 03959 and A 07299, to authorize the City of Newburgh to establish an administrative tribunal to hear and determine parking, standing and stopping violations.