

RESOLUTION NO.: 60 - 2013

OF

MARCH 25, 2013

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A LICENSE AGREEMENT RENEWAL FOR THE USE OF CLASSROOM SPACE
LOCATED AT 22 GRAND STREET FOR THE PURPOSE OF TRAINING
BY THE MOBILE LIFE SUPPORT SERVICES, INC.**

WHEREAS, by Resolution No. 69-2011 of March 28, 2011, the City of Newburgh authorized a license agreement with Mobile Life Support Services ("MLSS") for the use of classroom space located at 22 Grand Street for the training purposes which include various CPR, First Aid and EMS Certification programs; and

WHEREAS, the term of the agreement was for two (2) years commencing on April 1, 2011 and terminating on March 31, 2013 with an annual license fee of \$40,000.00 per year; and

WHEREAS, the parties wish to renew the license agreement for an additional two year term commencing on April 1, 2013 and terminating on March 31, 2015; and

WHEREAS, the City Council has examined such license agreement, a copy of which is annexed hereto and made a part of this resolution, and determined it to be in the best interests of the City of Newburgh to enter into such license agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and is hereby authorized to execute and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh.

LICENSE AGREEMENT

This License Agreement, made this ____ day of March, two thousand and thirteen, by and between the CITY OF NEWBURGH (hereinafter "City"), a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as owner of certain premises located at 22 Grand Street in the City of Newburgh, New York as "LICENSOR"; and MOBILE LIFE SUPPORT SERVICES, INC. ("hereinafter "Mobile Life"), a business corporation organized and existing under the laws of the State of New York having a mailing address at 3188 Route 9W, New Windsor, New York 12553 as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and using certain classroom space located at 22 Grand Street, Newburgh, New York as described on Schedule A attached hereto for training purposes;

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

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

First: Licensor hereby gives to Licensee and Licensee's officers, employees, and agents, upon the conditions hereinafter stated, the non-exclusive license or privilege of entering upon certain classroom space located at 22 Grand Street, Newburgh, New York, as described on Schedule A hereto attached hereto (the "Classroom Space"), for training purposes on an as-available basis, for a term of two (2) years commencing on April 1, 2013 and terminating on March 31, 2015. Such training shall include but not be limited to CPR, First Aid, and EMS Certification programs for the benefit of both City employees and involved residents (collectively "Training").

Second: Licensee agrees to undertake the Training in such manner as will fully comply with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

Third: As consideration for this License, Licensee shall pay Licensor a license fee of \$40,000.00 per year, to be paid in quarterly payments of \$10,000.00 each on or before January 1, April 1, July 1, and October 1 of each year of this License Agreement, the first payment to be made on April 1, 2013. Licensor shall not charge Licensee any additional use or maintenance fees for the Classroom Space.

Fourth: Licensee shall notify the Licensor at least ten (10) days in advance of the date of each Training session that it requires the Classroom Room and the anticipated number of participants in such session. The Licensor shall evaluate the request for use of the Classroom Space and shall within two (2) business days advise Licensee whether it is available on such date. If the Classroom Space is not available on such date, Licensor shall

provide Licensee with alternative dates. If none of such alternative dates are acceptable to Licensee, Licensee shall find other space for such Training session at no cost to the Licensors.

Fifth: Licensee shall maintain the Classroom Space in the condition it was found prior to each Training session.

Sixth: Third: In connection with the exercise of the license herein, Licensee agrees to hold Licensor harmless from any loss, cost, damages, lawsuit, damage to person or property, and the cost of litigation (including attorneys fees) caused solely by Licensee or its agents, servants or employees in the use of said licensing. After such access, Licensee to return the properties to substantially the same condition as existed prior to said access. Licensee shall, at its sole expense, keep and maintain a policy of commercial public liability insurance which shall include coverage for Licensee's actions upon the properties during the term of this Agreement. This insurance policy shall name Licensor as an additional insured and afford protection in limits of not less than \$2,000,000.00 for bodily injury or death in any one accident, and not less than \$500,000.00 for property damage. All insurance shall be effected under standard form policies, issued by insurers of recognized responsibility authorized to do business in the State of New York and having a national rating of A-9 or better, provided that, at Licensor's option, such coverage may be effectuated through a blanket policy of insurance so long as the risks in respect of the properties are separately scheduled or identified. Licensee has delivered to Licensor certificates of this insurance coverage and, not less than thirty (30) days prior to the expiration of the coverage, a certificate of the new policy accompanied by evidence reasonably satisfactory to Licensor of payment of premiums therefor. Licensee covenants, and this insurance coverage shall include, an agreement by the insurer that the policy shall not be canceled prior to the termination of this Agreement.

THE CITY OF NEWBURGH
LICENSOR

By: _____
RICHARD F. HERBEK, City Manager

MOBILE LIFE SUPPORT SERVICES, INC.
LICENSEE

By: _____
SCOTT WOEBSE, Vice President COO

SCHEDULE A

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

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

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

Agreed to

RESOLUTION NO.: 61 - 2013

OF

MARCH 25, 2013

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND WRIGHT RISK MANAGEMENT COMPANY LLC
TO PERFORM WORKERS' COMPENSATION CLAIMS RUNOFF SERVICES**

WHEREAS, the City of Newburgh wishes to enter into the annexed agreement with Wright Risk Management Company LLC; and

WHEREAS, the agreement is for providing for the Plan Manager, Wright Risk Management, to provide workers' compensation claims runoff management services for the period of January 1, 2013 to December 31, 2013; and

WHEREAS, Wright Risk Management will perform workers' compensation claims runoff services for City claims that arose prior to March 1, 2008, when the City joined the New York State Municipal Workers' Compensation Alliance; and

WHEREAS, the rate for these services is \$500.00 per Claim per year or portion thereof; and

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

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the agreement with Wright Risk Management Company LLC, in substantially the same form as annexed hereto with any other provision that Counsel may require, for providing workers' compensation claims runoff management services.



CLAIMS RUNOFF MANAGEMENT AGREEMENT (this "**Runoff Agreement**") dated January 1, 2013 ("**Effective Date**") between the City of Newburgh, a municipality with its primary address at City Hall, 83 Broadway, Newburgh, NY 12550 ("**Member**"), and Wright Risk Management Company, LLC, a Delaware limited liability company with its principal place of business at 333 Earle Ovington Boulevard, Suite 505, Uniondale, NY 11553-3624 ("**Plan Manager**").

RECITALS

WHEREAS, on March 1, 2008 ("**Membership Date**"), Member became a member of the New York State Municipal Workers' Compensation Alliance (the "**Plan**"), a cooperative workers' compensation plan for member municipalities (the "**Members**"), with a principal location at c/o Association of Towns of the State of New York, 146 State Street, Albany, NY 12207; and

WHEREAS, the Plan has retained the program management and other professional services of the Plan Manager pursuant to a management agreement ("**Management Agreement**"); and

WHEREAS, the Member has incurred certain workers' compensation and employer's liability claims prior to the Membership Date ("**the Claims**"), and desires that the Plan Manager manage the Claims.

NOW, THEREFORE, the Member hereby engages the services of the Plan Manager, and in consideration of the mutual promises herein contained, the parties agree as follows:

I. TERM.

A. This Runoff Agreement shall be effective commencing on the Effective Date set forth above, and shall continue in effect until December 31, 2013. At the conclusion of the initial term or any additional term, this Runoff Agreement shall automatically renew for an additional term of one year, unless either party gives the other party written notice of its intention not to renew this Runoff Agreement at least thirty (30) days prior to the expiration of the then current term.

B. This Runoff Agreement will terminate effective on the date the Member withdraws or is terminated as a member of the Plan.

II. CLAIM MANAGEMENT SERVICES.

A. During the term of this Runoff Agreement, the Plan Manager will provide claims management services for the Claims, contingent upon the Member remaining a member of the Plan. Notwithstanding, the services provided and the Claims managed under this Runoff Agreement are separate from the services provided and the claims managed by the Plan Manager for the Plan under the Management Agreement. Except for the Member, the Plan and its Members shall have no liability arising from this Runoff Agreement or any of the Claims. The Member shall pay all amounts, fees, and expenses relating to the Claims, using funds established by the Member to finance its workers' compensation obligations (the "**Self-Insured Fund**").

B. In cooperation with Member, the Plan Manager will design and implement the internal claims reporting system for Member to report Claims that have not yet been reported. The Plan Manager will cooperate with the Member to accomplish the transfer of the Claims that have already been reported; provided that, the Plan Manager shall have no responsibility for managing the Claims until all information relating to the Claims has been received by the Plan Manager. This paragraph shall only apply in the first year that the Plan Manager is handling the Claims.

C. Once a Claim is reported or transferred to the Plan Manager, the Plan Manager will review the Claim to determine if investigation is needed to determine the compensability and extent of the injury claimed. If investigation is necessary, the Plan Manager will perform such investigation immediately and thoroughly. If any third party investigation services are necessary, such as surveillance, review of accident locations, or taking signed statements, the Plan Manager will arrange for such services, and the fees and expenses for such services shall be allocated loss adjustment expense that will be charged against the Self-Insured Fund.

D. If it is determined that a Claim is compensable, the Plan Manager will file all forms required by the Workers' Compensation Board ("WCB") and direct the Member to make payments in accordance with statutory requirements and mandated fee schedules. The Member is responsible for providing any information necessary to complete all forms.

E. If it is determined that a Claim is not compensable, or if the injury is not of the nature or extent claimed by the employee, the Claim will be controverted and the file prepared for argument before WCB. The Plan Manager will provide for appearance by an experienced workers' compensation attorney on all cases in which hearings are held before WCB. Attorney fees, the cost of appeals, and other litigation expenses, if any, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

F. The Plan Manager shall pursue subrogation whenever it is reasonably anticipated that the Member may be reimbursed for payments made. The costs of retaining third party services to assist in pursuing subrogation, where necessary and appropriate, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

G. The Plan Manager will provide supervisory services for the Claims during the term of this Runoff Agreement. These supervisory services will include claims adjustment services, general monitoring of medical treatment in order to ensure appropriate treatment and minimize medical costs, and coordinating audit of all medical bills received for legitimate workers' compensation claims to confirm causal relationship and that the amount approved for payment conforms to the prescribed New York State Workers' Compensation Fee Schedules. These supervisory services will not include telephonic or field case management, or other managed care services, which will be arranged and coordinated, as necessary, by the Plan Manager. The costs of telephonic or field case management, or other managed care services shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

H. As appropriate, the Plan Manager will obtain independent medical opinions, using a WCB-registered referral service, to advise the Member as to the appropriateness of medical treatment being received by, and the degree of disability of, the injured employee. The Plan Manager will consult with treating physicians, medical consultants, and other medical professionals to assist in instituting rehabilitative efforts to achieve an injured employee's return to work at the earliest possible time. The referral service and medical consultants' fees shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

I. The Plan Manager will implement a payment procedure for lost time benefits, medical bills, and expense payments. This procedure will be developed with Member personnel to ensure timely and appropriate payment. The payment procedure is set forth in Exhibit A ("Exhibit A"), which is attached to and incorporated into this Runoff Agreement.

J. The Plan Manager will review any reported employers' liability Claims that arise, and advise regarding coverage, defense, and indemnification of such Claims. As necessary, the Plan Manager will arrange for the retention of counsel to represent the Member on employers' liability Claims. Attorney fees, the cost of appeals, and other litigation expenses, if any, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

K. The Plan Manager will track medical services subject to the Department of Health ("DOH") surcharges mandated by Public Health Law Section 2807, direct payment of applicable surcharges, and file all necessary forms with DOH on a monthly or as needed basis. In the first year of handling the Claims, the Plan Manager shall have no responsibility under this Section unless Member provides medical reports, hospital bills, access to the DOH website, and other information relating to the Claims necessary to perform the Plan Manager's services under this Section.

L. The Plan Manager will provide cumulative quarterly loss runs encompassing all Claims. These loss runs will include the following information:

1. File number.
2. Date of Accident.
3. Name of injured employee/claimant.
4. Occupation.
5. Description of accident.
6. Type of injury/part of body.
7. Status of claim/class.
8. Incurred: medical/indemnity benefits.
9. Amount paid to date: medical/indemnity and expense payments.

M. The Plan Manager will ensure that the Member's open files are properly maintained and available for review and/or audit and will arrange for the storage of the Member's closed/inactive files. The Plan Manager may maintain and store files electronically in lieu of a physical file. Physical storage costs, if any, are an expense that will be charged against the Self-Insured Fund. The foregoing is subject to Section VII of this Agreement.

N. The Plan Manager shall collect sufficient information for compliance with the Medicare, Medicaid, SCHIP Extension Act of 2007 (MMSEA) Section III.

III. FEE.

The Member shall pay the Plan Manager a management fee as set forth in Exhibit A.

IV. SERVICE COMMITMENT.

The Plan Manager shall devote such time to the performance of its duties under this Runoff Agreement as is reasonably necessary for the satisfactory performance of its duties under this Runoff Agreement.

V. INDEMNIFICATION.

A. The Plan Manager shall hold harmless and indemnify the Member against any loss, liability, damage, or expense, including reasonable attorneys' fees, caused by the willful misconduct, gross negligence, or negligence on the part of the Plan Manager or any of its employees or agents, which result from, or arise out of, a breach of any obligation in this Runoff Agreement. Notwithstanding the foregoing, the Member, not the Plan Manager, shall be liable for payment of compensable Claims.

B. The Member shall hold harmless and indemnify the Plan Manager against any loss, liability, damage, or expense, including reasonable attorneys' fees, caused by the willful misconduct, gross negligence, or negligence on the part of the Member or any of its employees or agents, which result from, or arise out of, a breach of any obligation in this Runoff Agreement.

VI. TERMINATION.

A. Either party may terminate this Runoff Agreement for the following reasons upon sixty (60) days written notice to the other party:

1. Fraud or criminal acts on the part of the other party or pattern of conduct of such other party which constitutes willful misconduct or gross negligence with respect to the performance of such other party's duties hereunder;
2. Substantial and continuing breach of this Runoff Agreement by the other party, provided, however, that the party seeking to terminate shall notify the other party of such breach, identifying such breach in full particulars, and the other party shall have thirty (30) days from receipt of such notice to cure the breach and, if such breach be cured within such period, such breach shall not be cause for termination; or
3. The Superintendent of Insurance shall issue a final order to terminate this Runoff Agreement, and the time for appealing such order shall have expired.

B. This Runoff Agreement shall terminate immediately without notice upon:

1. commencement by either party of any case, proceeding or other action: (a) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its assets, or either party shall make a general assignment for the benefit of its creditors;
2. commencement against either party of any case, proceeding or other action of a nature referred to in Section VI.B.1 above which: (a) results in the entry of an order for relief or any such adjudication or appointment, or (b) remains undismissed, undischarged or unbonded for a period of sixty (60) days;

3. commencement against either party of any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed or bonded pending appeal within sixty (60) days from the entry thereof;
4. consent, approval, acquiescence, or any action by either party in furtherance of any of the acts set forth in Sections VI.B.1, 2, or 3 above; or
5. an inability by either party to pay its debts as they become due.

VII. PROPERTY RIGHTS, CONFIDENTIALITY, AND RECORD KEEPING.

A. The Member's Property.

All portions of the claim file, including WCB documents, claim reports, investigation reports, correspondence and claim data of the Member acquired and used by the Plan Manager in the performance of its duties hereunder ("Member Property") shall belong to and remain the sole property of the Member. Upon termination of this Runoff Agreement, the Plan Manager shall promptly return the Member Property to the Member or its designee. The Plan Manager will transfer such files in electronic form that can be produced by the Plan Manager's system without special modification and that will be readable by the Member. The Plan Manager shall keep all Member Property confidential, and shall not use, publish, discuss, disclose, or communicate Member Property to third parties, except as necessary to perform its obligations under this Runoff Agreement, and in accordance with this Runoff Agreement. This provision shall survive termination of this Runoff Agreement.

B. The Plan Manager's Property.

All Systems created by the Plan Manager in the performance of its duties and activities under this Runoff Agreement shall belong to and remain the property of the Plan Manager. "Systems" as used herein shall include data processing, databases, computer programs, computer equipment, formats, management protocols, operation documentation, and internal reports of the Plan Manager pertaining to the Member or the Claims. This includes Systems for the administration, accounting, underwriting, risk management, cost containment and safety programs and services, and management systems developed by the Plan Manager in connection with the performance of its services hereunder. This provision shall survive termination of this Runoff Agreement.

VIII. MISCELLANEOUS.

A. Independent Contractor.

The Plan Manager shall be an independent contractor and not an employee, agent, or servant of the Member. The Plan Manager's employees shall be considered the Plan Manager's employees for all purposes and Plan Manager alone shall be responsible for their work, personal conduct, direction, and compensation. The Member shall not be responsible for withholding taxes with respect to the Plan Manager's compensation and the Plan Manager shall be solely responsible to pay all applicable taxes from such compensation, including any compensation owed to its employees.

B. Entire Agreement.

This Runoff Agreement supersedes any and all other agreements either oral or in writing between the parties hereto relating to the Claims.

C. Assignment.

Neither this Runoff Agreement nor any duties or obligation hereunder shall be assignable by the Plan Manager without the prior written consent of the Member. In the event of an assignment by the Plan Manager to which the Member has consented, the assignee or his legal representative shall agree in writing with the Member to personally assume, perform, and be bound by the covenants, obligations and agreements contained herein.

D. Governing Law.

The laws of the State of New York shall govern the validity of this Runoff Agreement, any of its terms or provisions, and the rights and duties of the parties hereunder.

E. Amendment.

This Runoff Agreement may be amended by the mutual written agreement of the parties to be attached to and incorporated into this Runoff Agreement.

F. Legal Construction.

This Runoff Agreement was negotiated by sophisticated parties at arm's length and shall be construed as if drafted jointly by the parties. No presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of its provisions. Any waiver of any other term, condition, or provision of this Agreement will not constitute a waiver of any other term, condition, or provision, nor will a waiver of any breach of a term, condition, or provision constitute a waiver of any subsequent or succeeding breach.

G. Effect of Invalidity.

In case any one or more of the provisions contained in this Runoff Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision thereof and this Runoff Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.

H. Notices.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given, if mailed by certified or registered mail, or by nationally recognized overnight carrier, return receipt requested, to the respective party at the addresses set forth below, on the date received or rejected:

If to the Member:
City of Newburgh
City Hall
83 Broadway
Newburgh, NY 12550
Attention: Comptroller

If to the Plan Manager:

Wright Risk Management Company, LLC
333 Earle Ovington Boulevard, Suite 505
Uniondale, NY 11553-3624
Attention: Office of General Counsel

or to such other person and address as either party may designate by notice to the other.

I. Headings.

The headings to the various sections of this Runoff Agreement have been inserted for convenience of reference only and shall not modify, define, limit, or expand the expressed provisions of this Runoff Agreement.

J. Counterparts; Facsimiles.

This Runoff Agreement may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same Runoff Agreement. Signatures to this Runoff Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have caused this Runoff Agreement to be executed by their duly authorized representatives as of the Effective Date.

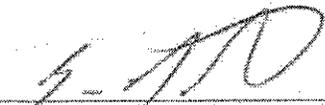
CITY OF NEWBURGH

By: _____

Name:

Title:

WRIGHT RISK MANAGEMENT COMPANY, LLC

By:  _____

Name: Eric Hartcorn

Title: Vice President, Workers' Compensation

EXHIBIT A TO CLAIMS RUNOFF MANAGEMENT AGREEMENT

This Exhibit A is attached to and incorporated into the Runoff Agreement between the Member and the Plan Manager as of the Effective Date.

- A. **Payment Procedure.** The Plan Manager will prepare payment documentation, including payment authorizations and copies of bills, and forward such documentation to the Member. The Member shall be responsible for printing, signing and distributing checks in compliance with the Plan Manager's instructions.
- B. **Management Fee.** The Plan Manager will invoice the Member for services under this Runoff Agreement at the rate of \$500 per Claim per year or portion thereof. The Member shall pay such management fee within thirty (30) days of receipt of the invoice.
- C. **Assessment Base Factor Report.** In April of each year, the Plan Manager will review, complete, and return the Assessment Base Factor report required by WCB to determine the amount of assessments levied against self-insured employers in New York. In order to complete this report, the Plan Manager will verify the indemnity payments made from April 1 of the prior year to March 31 of the current year, consistent with WCB's fiscal year. The Plan Manager will also review all lost time Claims to determine if a Section 15-8 claim has or should be established, and will also ensure that any appropriate amounts are deducted from the report. In the first year of handling the Claims, the Plan Manager shall have no responsibility under this Section unless Member provides a two-year check registry (including payment amounts, payees, and dates of service) and other information relating to the Claims necessary to perform the Plan Manager's services under this Section.
- D. **Assessment Billing Notices.** The Plan Manager will review all Assessment Billing Notices for accuracy. If the Member becomes overpaid for a WCB fiscal year due to variations in lost time experience from year to year, the Plan Manager will verify that all future credits issued to the Member by WCB are properly issued and applied. In the first year of handling the Claims, the Plan Manager shall have no responsibility under this Section unless Member provides a two-year check registry (including payment amounts, payees, and dates of service) and other information relating to the Claims necessary to perform the Plan Manager's services under this Section.

RESOLUTION NO.: 62 - 2013

OF

MARCH 25, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER OR THE CHIEF OF POLICE AS MANAGER'S DESIGNEE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF ORANGE CONFIRMING CITY OF NEWBURGH PARTICIPATION IN THE STOP-DWI PROGRAM FOR THE PERIOD OF MARCH 14, 2013 TO JANUARY 1, 2014 AND PROVIDING THE CITY OF NEWBURGH WITH AN AWARD NOT TO EXCEED \$1,935.00 COVERING 40 MAN-HOURS FOR THE FIRST ENFORCEMENT PERIOD OF 2013 (MARCH 14, 2013 - MAY 31, 2013)

WHEREAS, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an Inter-Municipal Agreement, to provide for the funding of the STOP-DWI Program within the City of Newburgh for the period of March 14, 2013 and ending January 1, 2014; and

WHEREAS, the City of Newburgh agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows: First Enforcement Period - March 14, 2013 through May 31, 2013, which includes St. Patrick's Day and the Memorial Day holiday weekend; Second Enforcement Period - July 1, 2013 through September 3, 2013, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns; and the Third Enforcement Period - October 14, 2013 through January 1, 2014, which includes Thanksgiving, Christmas and New Years holiday enforcement campaigns; and

WHEREAS, the County shall reimburse the City of Newburgh for increased patrol and court time in connection with enhanced enforcement of laws prohibiting driving while intoxicated; and

WHEREAS, based on the data submittals submitted for the prior year the City of Newburgh is eligible for an award not to exceed \$1,935.00 covering 40 man-hours for the First Enforcement Period of 2013; and

WHEREAS, this Council has determined that entering into such agreement would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manger or the Chief of Police as Manager's designee be and he is hereby authorized to execute an Inter-Municipal Agreement with the County of Orange confirming the City's participation in the STOP-DWI Program for the period of March 14, 2013 through January 1, 2014 and in order to fund the additional cost of stepped-up police patrols and related court appearances related to the First Enforcement Period of 2013 the City of Newburgh is eligible for an award not to exceed \$1,935.00 covering 40 man-hours.

ORANGE COUNTY NEW YORK

Stop-DWI / Traffic Safety Programs

22 Wells Farm Rd
Goshen, N.Y. 10924
845-615-0575

Edward A. Diana
County Executive



To: City of Newburgh Police Department

From: Craig Cherry

Date: February 25, 2013

Enclosed is your Department's contract for 2013 STOP-DWI enforcement patrol year funding beginning on **March 14, 2013 and ending on January 1, 2014**. The contract is for participation for the **full year**. The enclosed contract indicates the not to exceed total hours and/or dollar amount for the 1st Period beginning on March 14, 2013 and ending on May 31 in the amount of **(40 hours/\$1935)**.

You will be notified by letter of the total hours/dollars for each subsequent period 2nd and 3rd period of the year. Please review the attached schedule A on the contract for enforcement dates and reimbursement requirements.

Please sign and return this contract along with a board certified resolution to the above address at your earliest convenience to insure that your Department can participate in this enforcement period.

Also included in this mailing is a completion packet containing:

- A Patrol Summary Sheet to be completed at the end of the enforcement period by compiling all Patrol Sheets to be duplicated for use.
- A Final Reimbursement Claim spreadsheet which must be completed with information about the participating officers' names, hours and salary/overtime costs per patrol shift. (NOTE: per discussion with the Police Chiefs STOP-DWI Committee, the STOP-DWI program has determined that **maximum reimbursement will be time-and-one-half based on the participating officers' hourly salary rates, and no hourly rate higher than that of your department's highest-paid Sergeant will be approved.**)

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

Thank you to you and your officers for your commitment to deterring Intoxicated driving on our County's roadways.



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this ____ day of _____, 20__ by and between the County of Orange, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the City of Newburgh, a City of the State of New York, with its principal offices at 55 Broadway, Newburgh, NY 12550, by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

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

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

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on March 14, 2013 and end January 1, 2014.

ARTICLE 3. PROCUREMENT OF AGREEMENT

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

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

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

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (2) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

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

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

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE 6. BOOKS AND RECORDS

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

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

ARTICLE 7. RETENTION OF RECORDS

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

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

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

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

ARTICLE 9. INDEMNIFICATION

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

ARTICLE 10. TERMINATION

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

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

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

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

ARTICLE 11. GENERAL RELEASE

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

ARTICLE 12. SET-OFF RIGHTS

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

ARTICLE 13. GOVERNING LAW

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

COUNTY OF ORANGE

By: _____
Edward A. Diana
County Executive

DATE: _____

MUNICIPALITY

By: _____
Name:
Title:

DATE: _____

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

ARTICLE 14. ENTIRE AGREEMENT

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

ARTICLE 15. MODIFICATION

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

SCHEDULE A

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

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

First Enforcement Period – March 14, 2013 through May 31, 2013, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2013 through September 3, 2013, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – October 14, 2013 through January 1, 2014, which includes Thanksgiving, Christmas and New Years holiday enforcement campaigns.

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

DATA SUBMITTAL.

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

AWARD OF FUNDS.

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

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period (October 14, 2012-January 1, 2013), MUNICIPALITY is eligible for an award not to exceed \$1,935 covering 40 man-hours for the first enforcement period of 2013. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during the third enforcement period of 2012 as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2013.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2013 by a separate written award letter delivered to MUNICIPALITY prior to the commencement of each such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.

RESOLUTION NO.: 63 - 2013

OF

MARCH 25, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS IN SUPPORT OF THE
CITY OF NEWBURGH'S ANNUAL YOUTH PRIDE PARADE, MEMORIAL DAY
AND FOURTH OF JULY OBSERVANCES, NATIONAL NIGHT OUT
AND THE 25TH ANNUAL INTERNATIONAL FESTIVAL

WHEREAS, the City of Newburgh will be holding its annual Youth Pride Parade, Memorial Day and Fourth of July Observances, National Night Out and its 25th Annual International Festival over the Labor Day holiday; and

WHEREAS, various businesses, firms and individuals have made and are willing to make contributions of money and in-kind assistance to support these events; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donations;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh's annual Youth Pride Parade, Memorial Day and Fourth of July Observances, National Night Out and the 25th Annual International Festival.

RESOLUTION NO.: 64 - 2013

OF

MARCH 25, 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
EXPRESSING CONCEPTUAL SUPPORT FOR THE APPLICATION OF MILL
STREET PARTNERS, LLC TO THE ORANGE COUNTY OFFICE OF
COMMUNITY DEVELOPMENT FOR FUNDING FROM ORANGE COUNTY'S
HOME AFFORDABLE HOUSING PRODUCTION PROGRAM TO DEVELOP
AND CONSTRUCT THE PROPOSED MIXED USE DEVELOPMENT AT THE MID
BROADWAY REDEVELOPMENT SITE

WHEREAS, the City of Newburgh wishes to develop the City-owned .66 acre Lander Street surface parking lot (between Chambers Street and Lander Street) as well as the 1.8 acre principal site that fronts on Broadway (the "Mid-Broadway Site"); and

WHEREAS, by Resolution No. 78-2012 of May 29, 2012, the City Council of the City of Newburgh authorized the City Manger to negotiate a development and land disposition agreement with Mill Street Partners, LLC for the development of the Mid-Broadway site and the City

WHEREAS, by Resolution No. 194-2012 of October 22, 2012, the City Council authorized the City Manager to execute the development agreement between the City and Mill Street Partners, which development agreement formally designated Mill Street Partners as the Developer of the Mid-Broadway Site; and

WHEREAS, the development agreement designates the Mid-Broadway redevelopment as a "Priority Project" of the City of Newburgh; and

WHEREAS, Mill Street Partners is seeking funding through an application to the Orange County Office of Community Development HOME Affordable Housing Production Program;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh expresses its conceptual support for the application of Mill Street Partners to the Orange County Office of Community Development for funding from Orange County's HOME Affordable Housing Production Program.

RESOLUTION NO.: 65 -2013

OF

MARCH 25, 2013

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH HUDSON BAYLOR CORP.
FOR RECYCLING SERVICES**

WHEREAS, the City of Newburgh wishes to enter into an agreement with Hudson Baylor Corp. for recycling services; and

WHEREAS, the term of the agreement will begin on April 1, 2013 and shall expire on April 1, 2014; and

WHEREAS, the City will deliver to the processing facilities located at Beacon NY all Single Stream (loose) recycling materials which are received from City residents; and

WHEREAS, Hudson Baylor Corp. will pay the City of Newburgh the monthly price of Twenty (\$20.00) Dollars per ton; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement, in substantially the same form annexed hereto and subject to approval of the Corporation Counsel with such other terms and conditions as Counsel may require, with Hudson Baylor Corp. for recycling services.

RECYCLING SERVICES AGREEMENT

This Recycling Services Agreement ("Agreement") is made as of April 1, 2013 between the City of Newburgh ("Generator") and Hudson Baylor Corp. ("Processor"), each individually a "Party" and collectively the "Parties".

Generator and Processor hereby agree as follows:

1. RESPONSIBILITIES OF GENERATOR

- 1.1. Generator shall cause to be delivered to Processor's processing facilities located at Beacon NY (the "Facility") all Single Stream (loose) recycling [which is source separated from all other items] received from each residential, commercial, industrial and institutional recycling customers for whom Generator collects single stream within the City Of Newburgh. Title to the Single Stream shall pass from Generator to Processor upon acceptance at the Facilities. Generator will cause its loads to be delivered in conformance with the Facilities' operating hours and the delivery routines and standards described in the Hauler's Rules attached hereto as Schedule B.

Hours of Operation at the Beacon, NY Facility shall be:

Monday through Friday: 7:00 a.m. to 7:00 p.m.

Saturday: 7:00 a.m. to 12:00 p.m.

Holiday Closings: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day

- 1.2. The Parties expect approximately 100 tons per month of single stream to be generated from all Customers.
 - 1.3. Processor may inspect inbound loads and may reject any delivery that appears to contain by volume or weight more than 8% non-Single Stream, or which contains or appears to contain any hazardous, toxic, radioactive or similarly dangerous unacceptable material. Generator shall reimburse Processor for any costs incurred by Processor resulting from Generator's delivery of any rejected load. Title to Unacceptable Material shall not pass from Generator to Processor.
2. RESPONSIBILITIES OF PROCESSOR: Processor will receive, process and market all single stream delivered to the Facility by the Generator from the Customer. Processor will provide Generator with a monthly report which shall indicate the date, time and net weight for each load, a report of the total tons received for that calendar month and a billing summary.

3. TERM. The term of this Agreement shall commence on the date hereof and shall expire on April 1, 2014 (the "Term"). The Term shall automatically extend for additional consecutive monthly terms unless either Party, no less than thirty (30) days prior to the end of the then-existing Term, provides written notice to the other Party of its intent to not so extend the Term.
4. PRICING. Pricing for single stream delivered by Generator to the Facility shall be as set forth in Schedule A attached hereto. All invoices for single stream delivered by Generator to the Facility shall be due and payable on a strict net thirty (30) days from date of invoice basis. Interest shall accrue on all past-due invoices at the rate of one-half percent (0.5%) per month from the date due until the date paid, and the Party owing such overdue amounts shall pay any and all costs incurred by the other Party for collection of unpaid balances, including without limitation costs of investigation and attorneys' fees.
5. NOTICES. All notices to be given under this Agreement shall be in writing and delivered personally or shall be sent by recognized overnight courier, in each case with signature required, as follows:

If to Processor:

with a copy to:

Hudson Baylor Corp.
809 West Hill Street
Charlotte, NC 28208
Attention: Sean P. Duffy

David Sturgess, General Counsel
Re Community Holdings II, Inc.
809 West Hill Street
Charlotte, NC 28208

If to Generator:

with a copy to:

Richard F. Herbek, City Manager
City Hall, 83 Broadway
Newburgh, NY 12550

Michelle Kelson, Corporation Counsel
City Hall, 83 Broadway
Newburgh, NY 12550

Notices shall be deemed received when actually received.

6. MISCELLANEOUS.
 - 6.1 Termination. This Agreement may be terminated by either Party in the event of a failure by the other Party to perform a material obligation hereunder (a "Default") if the Default has not been cured by the defaulting Party within thirty (30) days from receipt of notice from the non-defaulting Party.
 - 6.2 Assignment. Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by either Party, including by operation of law, without the prior written consent of the other, such consent to not be unreasonably withheld, conditioned or delayed, except that no consent shall be required to assign this Agreement (1) to its parents and subsidiaries or entities

under common control with such Party, (2) at its expense to a person, firm, or corporation acquiring all or substantially all of the business and assets of the assigning Party, provided that the assignee assumes the obligations of the assigning Party arising hereunder from and after the date of acquisition, and (3) as security to entities providing financing for the assigning Party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning Party or its parents, subsidiaries or affiliates.

- 6.3 Indemnification. Each Party (each, an "Indemnifying Party") shall indemnify the other Party and any director, officer, affiliate, partner, member or elected or appointed official of the other Party (each, an "Indemnified Party") from and against any and all claims, actions, losses and damages, relating to or arising from personal injury, bodily harm or death, property damage or damage to the environment incurred by any Indemnified Party to the extent that such Losses result from (i) (ii) the material breach by the Indemnifying Party of any of its covenants or agreements contained in this Agreement or (ii) the gross negligence or willful misconduct of the Indemnifying Party or any of its agents, employees or subcontractors.
- 6.4 Limitation of Liability. Neither Party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages.
- 6.5 Insurance. Generator shall maintain, and shall require its subcontractors to maintain, workers' compensation insurance, automobile insurance and commercial general liability insurance in coverage's and amounts satisfactory to Processor. Upon request of Processor, Generator shall provide Processor with evidence reasonably satisfactory to Processor that Generator is insured against any damage, liability or loss caused by the vehicles that deliver Recyclables to the Facility for the Generator or by the drivers thereof. The minimum required insurance coverage limits that must be in place are as follows:

General Liability	\$1 million
Auto Liability	\$1 million
Workers Comp	Statutory Limit

Processor shall be named as an additional insured on applicable policies. If Processor will be supplying equipment for the use of Generator, Generator must provide proof that the equipment is covered against all perils. Processor shall be named as loss payee for this coverage as it relates to Processor owned equipment placed in the customer's custody, care and control.

- 6.6 Force Majeure. Neither Party shall be liable to the other for damages without limitation (including liquidated damages) if such Party's performance is delayed or prevented due to an event of force majeure. In the event of a delay in either Party's performance of its obligation hereunder for more than sixty (60) days due

to a force majeure, the other Party may, at any time thereafter, terminate this Agreement.

7. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

[balance of page intentionally left blank]

[signature page to Recycling Services Agreement]

IN WITNESS HEREOF, the Parties have executed this agreement as of the Effective Date.

HUDSON BAYLOR CORP.

THE CITY OF NEWBURGH

By: _____

By: _____

Its

Its

Schedule A

1. Single Stream loads delivered into the Beacon, NY Facility:
Processor will pay Generator the monthly price of \$20.00 per ton.

Schedule B

Haulers' Rules

Scale House:

1. Driver shall approach scale SLOWLY.
2. Driver shall report to scale house operator and identify origin and material as single stream.
3. Weigh inbound.
4. Weigh outbound and pick up scale ticket.

Tip Floor Rules:

1. Wait for operator's OK to enter tip floor for dumping.
2. Safety gear shall be worn when driver exits cab.

Yard Rules:

1. Driver shall maintain safe speeds while traveling within the yard.
2. Driver shall not allow litter to be discharged from the body or cab.
3. Driver shall not loiter in the yard.

RESOLUTION NO.: 66 - 2013

OF

MARCH 25, 2013

RESOLUTION AMENDING RESOLUTION NO: 223-2012,
THE 2013 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$8,000.00 FROM CONTINGENCY TO
POLICE DEPARTMENT OTHER EQUIPMENT IN CONNECTION
WITH THE PURCHASE OF AN ID PRINTER

BE IT RESOLVED, by the Council of the City of Newburgh, that Resolution No: 223-2012, the 2013 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900 Special Items	\$8,000.00	
.1990 Contingency		
A.3120 Police Department		\$8,000.00
.0205..0001 Other Equipment - ID Printer		

RESOLUTION NO.: 67 -2013

OF

MARCH 25, 2013

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF
REAL PROPERTY KNOWN AS 10 ORCHARD STREET
(SECTION 14, BLOCK 3, LOT 44)
AT PRIVATE SALE TO BERNADETTE BUSH

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

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

WHEREAS, Bernadette Bush, the former owner of 10 Orchard Street, being more accurately described as Section 14, Block 3, Lot 44 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 10 Orchard Street, Section 14, Block 3, Lot 44, to Bernadette Bush be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$5,859.93, no later than April 30, 2013; and

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

RESOLUTION NO.: 68 - 2013

OF

MARCH 25, 2013

RESOLUTION AMENDING RESOLUTION NO: 223-2012,
THE 2013 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$5,200.00 FROM CONTINGENCY TO
DOWNING PARK OTHER SERVICES IN CONNECTION
WITH THE HIRING OF A PART TIME STAFF PERSON

WHEREAS, the Downing Park Planning Committee wishes to hire a part time staff person without benefits and time off without pay at a rate of \$7.50 per hour and no more than 15 hours per week; and

WHEREAS, such new position requires an amendment to the 2013 Budget; and

WHEREAS, this Council has determined that amending the 2013 Budget is in the best interests of the City of Newburgh and its residents;

BE IT RESOLVED, by the Council of the City of Newburgh, that Resolution No: 223-2012, the 2013 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900 Special Items	\$5,200.00	
.1990 Contingency		
A.7113 Downing Park Planning Committee		\$5,200.00
.0448 Other Services		