



CITY OF NEWBURGH COUNCIL MEETING AGENDA

April 23, 2012
7:00 pm

Mayor:

1. Prayer
2. Pledge of Allegiance

City Clerk:

3. Roll Call
4. Approval of the minutes of the April 5, 2012 Work Session meeting
5. Approval of the minutes of the April 9, 2012 City Council meeting

Communications:

6. City Clerk's Report for the month of March
7. Registrar of Vital Statistics report for the Month of March
8. Civil Service Administrator's report for the month of March

Proclamation:

9. Proclamation for Arbor Day 2012
(Shade Tree Commission will give an update on upcoming tree planting)

Comments from the public regarding the agenda:

Comments from the Council regarding the agenda:

City Manager's Report:

10. Resolution No. 56 - 2012
A resolution declaring the month of May 2012 as "Community Pride Month" in the City of Newburgh.
11. Resolution No. 57 - 2012
A resolution authorizing the City Manager to accept donations in support of the City of Newburgh's annual Memorial Day and Fourth of July observances; National Night Out and the 24th Annual International Festival.

12. Resolution No. 58 - 2012
A resolution authorizing the application to the Hudson River Valley Council on behalf of the Greenway Communities Program for a grant to pursue a plan for green urban land use in the City of Newburgh.
13. Resolution No. 59 - 2012
A resolution authorizing the City Manager to enter into a license agreement with the Greater Newburgh Partnership, Inc. to allow cleaning and greening activities on the City-owned property known as 122 Lander Street.
14. Resolution No. 60 - 2012
A resolution appointing Roni Austin, Janelle Cleary, Brenda McPhail, Sheila Monk, Jannifer Murchison, Roxie Royal, Fanett Tallegrand and Lisa Whiteside as civilian members of the Police Community Relations Advisory Board.
15. Resolution No. 61 - 2012
A resolution authorizing the City Manager to execute an agreement with Virtual Town Hall Holdings, LLC to provide design and development in connection with the City of Newburgh website at a cost of \$12,745.00 and support services at a cost of \$4,250.00 annually.
16. Resolution No. 62 – 2012
A resolution to authorize a settlement in the matter of Ondina Trunzo against the City of Newburgh in the amount of seven thousand dollars.
17. Resolution No. 63 – 2012
A resolution authorizing the expenditure of funds to begin converting active Code Compliance property files to electronic format.
18. Resolution No. 64 – 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 A09771 authorizing the City of Newburgh to establish an administrative tribunal to hear and determine parking, standing and stopping violations.

Old Business:

19. Resolution No. 52 – 2012
A resolution authorizing the City Manager to execute a contract with Workforce Development Institute at a cost not to exceed \$75,000.00 to provide the next phase of services in connection with the “Newburgh Builds Newburgh” programs to serve low-income families and persons with identified barriers to employment.

Agenda - City Council Meeting
April 23, 2012

New Business:

Public Comments Regarding General Matters of City Business:

Further Comments from the Council:

Adjournment:

City of Newburgh, Newburgh New York
Work Session of the City Council

Thursday, April 5, 2012

Members Present: Mayor Judy Kennedy
Councilwoman Regina Angelo
Councilman Cedric Brown
Councilman Curlie Dillard
Councilwoman Gay Lee

Also Present: Richard F. Herbek, City Manager
Michelle Kelson, Corporation Counsel

Call to Order: The meeting was called to order by City Manager Richard F. Herbek at 6:05 pm.

Executive Session: At 7:45 p.m. a motion was made by Councilwoman Gay Lee and seconded by Councilwoman Regina Angelo to enter into executive session regarding matters of pending litigation.

YES: 5 NO: 0 CARRIED

Adjournment: Upon consensus, the Council adjourned the meeting noting the time as 8:40 p.m.

A regular meeting of the City Council of the City of Newburgh was held on Monday, April 9, 2012 at 7:00 P.M. at the City of Newburgh Activity Center, 401 Washington Street, Newburgh, NY.

The Prayer was led by Pastor Brock followed by the Pledge of Allegiance.

Present: Mayor Kennedy, presiding; Councilwoman Angelo, Councilman Brown (arrived late at 7:10 P.M.), Councilman Dillard, Councilwoman Lee - 5

Councilwoman Angelo moved and Councilwoman Lee seconded that the minutes of the March 9, 2012 Emergency meeting, the March 22, 2012 Work Session, the March 26, 2012 Special Executive Session meeting and the March 26, 2012 City Council meeting be approved.

Ayes - Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 4

(Councilman Brown arrived late - not present for vote)

CARRIED

COMMUNICATIONS

Councilwoman Angelo moved and Councilwoman Lee seconded that the Notice of Claim be referred to Corporation Counsel with power to act.

Ayes - Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 4

(Councilman Brown arrived late - not present for vote)

CARRIED

Mayor Kennedy noted that she and Brenda McPhail attended the National Forum on preventing youth violence last week and she brought home several great ideas and formats for work with community oriented policing and for starting the community dialogue. This was not an open forum. It was by invitation only and six major cities were invited. It was attended by about four Secretaries of the Cabinet and we had the Department of Justice there as well as leaders from all around the Country addressing this issue. She told the audience that they will be hearing from this Council and from her as soon as they set up meetings to begin a process of working through some of the things that we are now trying to help this community come together on. She wants everyone to know that they are doing something and not just waiting for something to happen.

PUBLIC HEARING

Mayor Kennedy called a public hearing that was advertised for this meeting to receive public comment concerning a Local Law amending Chapter 270 "Taxation", Article III, "Collection of Delinquent Taxes" of the Code of the City of Newburgh providing for the installment payment of eligible delinquent taxes and a local law amending City Charter Section C8.45 entitled "Interest Rate on Liens for Delinquent Taxes, Water and Sewer Charges and Sanitation Fees".

Janet Gianopoulos, City of Newburgh, asked what projected economic impacts will this change have on the Budget.

Mayor Kennedy said that this allows us to take partial payments which we couldn't do before.

City Manager, Richard Herbek, said that the overall economic impact would be very difficult at this point to calculate because we don't know how many taxpayers will ultimately take advantage this. We will have a better idea going forward and it will probably take about a year to find out. This will allow four payments to be made in installments which is a bit different than what we have had in the past.

There being no further comments, this public hearing was closed.

PUBLIC COMMENTS REGARDING AGENDA ITEMS

Barbara Smith, Powell Avenue, said in regard to resolution #52-2012 that she has looked for every bit of information that she can find to justify the extension of this expense to pay to an administrator for something that she doesn't even know that they have put into effect or how many people have benefitted from this particular program. A few meetings ago we sat here talking about how to get our children into a summer program to learn how to swim and the argument was that we didn't have enough money. If we can find enough money to extend this particular item to an individual so that she can remain employed, then why can't we take this money and extend it to our children so that they can have a decent summer and their parents will not have to worry about spending money to teach them how to swim. It is very unfortunate that we can find money for miscellaneous administrative ideas but we cannot find money in order to benefit the things that we talk about so vehemently such as how we are going to help our children.

Janet Gianopoulos, City of Newburgh, said that resolution #52-2012 represents a 50% overrun in the cost. As Ms. Smith said, they haven't seen anything yet so she thinks it would be good to clarify why we are doing this. She saw paperwork available on the back table tonight about Job Corps and she wonders why we are not sending people to concrete opportunities like that.

Sheila Monk, City of Newburgh, asked the Council to clarify resolution #52-2012 and to table it until they receive more information.

Brenda McPhail, City of Newburgh, said that resolution #52-2012 talks about Newburgh Builds Newburgh and the people that are going to build Newburgh are the people that live here. She said that the problem here is that we have groups of people who all want to be heroes. It takes a village to raise a child and if someone older tells a child to do something they need to be quiet and listen. Another problem is that we have babies raising babies and we have to stop this cycle. People have to stop complaining and we have to all get together and build Newburgh.

Timothy Hayes-el, City of Newburgh, said in regard to resolution #52-2012 that before we can build Newburgh we need to learn how to work and obtain certain skills. We need a program to send our youth to for training courses so that they will know how to build Newburgh. This won't just happen over night.

Usef Belford, City of Newburgh, said that he thinks everyone has a misconception about Newburgh Builds Newburgh. It is supposed to be about organizations like Best Resources, NCAC and the Boys & Girls Club all under one umbrella. Everyone is getting funded from different places but the funds should be under one umbrella so that the money can be monitored properly. We have no unity which is why we want Newburgh Builds Newburgh to bring some unity. Job training and education are part of Newburgh Builds Newburgh so let's sit down at the table and understand what this is about because it is about all of us.

There being no further comments this portion of the meeting was closed.

COUNCIL COMMENTS REGARDING AGENDA ITEMS

Councilwoman Angelo said that she is going to vote yes on resolution #52-2012 but we need more paperwork on what was done and what happened. Did they find jobs for people? Are they trying to train people? This is what we need to know. It is \$15,000.00, which is not such a large amount of money so some of us are going to vote in favor of this but we need more paperwork. We need a report on what they are doing with these organizations. The kids need help. Summer is coming and we don't have jobs available for them.

Councilman Brown said that on resolution #52-2012 we entered into a contract with W.D.I. back in October of last year. Part of that contract stated that they would complete Phase I at a cost of \$30,000.00 to the City. In his opinion he doesn't believe that we should be adding additional money to pay for Phase I because we have to look forward to Phase II which will be a cost to the City. He thinks that the responsible vote would be to vote no for this extension only because we held up to our agreement. We paid the \$30,000.00 and we have nothing to show for it so to extend it at additional cost would not be advantageous for the City. His vote will be no.

Councilman Dillard said that based on the concept of resolution #52-2012 he will vote to table this issue until they get further information as he did with the YMCA. He said that he is following the dollar so basically he would encourage this program to come back to the Council and market their program within the community so that they can get a better understanding and clarification of their goals. He will vote to table.

Councilwoman Lee said in regard to resolution #52-2012 that she understood it to be assessment and development so she didn't really have any expectation that they would be able to move forward and produce jobs. She thought that it was like Mr. Belford said that they were forming this umbrella and getting a sense of how many not-for-profits are out there and what services they provide. She thought that they were still in the assessment phase and in that way she agrees that they do deserve an extension and she would be willing to extend it.

Mayor Kennedy said that as she is looking at this resolution Phase I was an assessment period. They are supposed to be assessing all of the various groups that are doing workforce development and finding out information. She would say that we have a 50% increase over what the original amount was, which was \$30,000.00. This is a 50% override which is a lot so she is very reluctant to vote yes on this and would probably agree to table. She also believes that we need to have an overall assessment and to understand who is

providing what services because it is very disconnected and very disjointed in this City. People do not know where to go. She is not certain that W.D.I. is going to provide the solution that we are looking for so she needs to do some more investigating on that.

There being no further comments this portion of the meeting was closed.

CITY MANAGER'S REPORT

City Manager, Richard Herbek, said that about a week or so ago they met with their external auditors at a special meeting to find out how 2011 came out since it was just recently completed. What was reported to the City Council is that we received 39,442,760.00 in revenues and we had expenditures of \$36,949,116.00. The excess of revenues over expenditures was 2,493,644.00 but there are certain transfers out for things like insurance and other things that needed to be provided for. After those things are considered the net change in fund balance for 2011 was 1,184,616.00. When you look at the past couple of years he thinks that is a pretty good report for the City. He said that copies of the report could be provided to any reporters that would like a copy even though it is still preliminary and not the final report. He feels that we are heading in the right direction financially.

LOCAL LAW NO.: 1 - 2012

OF

APRIL 9, 2012

A LOCAL LAW AMENDING CHAPTER 270 "TAXATION"
ARTICLE III "COLLECTION OF DELINQUENT TAXES"
OF THE CODE OF THE CITY OF NEWBURGH PROVIDING FOR
THE INSTALLMENT PAYMENT OF ELIGIBLE DELINQUENT TAXES

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 270, 'Taxation', Article III entitled 'Collection of Delinquent Taxes' of the Code of the City of Newburgh to Provide for the Installment Payment of Eligible Delinquent Taxes".

SECTION 2 - PURPOSE AND INTENT

The purpose of this local law is to allow installment payment of eligible delinquent taxes pursuant to Section 1184 of the New York State Real Property Tax Law.

SECTION 3 - AMENDMENT

Chapter 270 entitled "Taxation" of the Code of the City of Newburgh is hereby amended by the additional subsections of Article III entitled "Collection of Delinquent Taxes" providing for the Installment Payment of Eligible Delinquent Taxes to read as follows:

"ARTICLE III

Collection of Delinquent Taxes

§270-23.1 Purpose.

This local law is enacted to allow installment payments of eligible delinquent taxes pursuant to Section 1184 of the Real Property Tax Law of the

State of New York. Such installment payment of eligible delinquent taxes shall be made available to each eligible owner on a uniform basis pursuant to the provisions of Section 1184 of the Real Property Tax Law and those terms and conditions contained in this Article.

§270-23.2 Definitions.

As used in this article, the following terms shall have the meanings indicated:

ELIGIBLE DELINQUENT TAXES - the delinquent taxes, including interest, penalties and other charges, which have accrued against a parcel as of the date on which an installment agreement is executed.

ELIGIBLE OWNER - an owner of real property who is eligible to or has entered into an installment agreement.

INSTALLMENT AGREEMENT - a written agreement between an eligible owner and the enforcing officer providing for the payment of eligible delinquent taxes in installments pursuant to the provisions of Section 1184 of the Real Property Tax Law and this article.

§270-23.3 Authorization.

The Director of Finance, the enforcing officer of the City of Newburgh, is authorized to enter into an installment agreement providing for the payment of eligible delinquent taxes in installments with property owners. Such installment payment of eligible delinquent taxes shall be made available to each eligible owner on a uniform basis pursuant to the provisions of the New York State Real Property Tax Law and this article. Such installment payments of eligible delinquent taxes shall commence upon the signing of an agreement with the enforcing officer and eligible owner. The agreement shall be kept on file in the office of the Director of Finance and copies of each agreement shall be provided to the Corporation Counsel.

§270-23.4 Terms.

In addition to the requirements contained in Section 1184 of the Real Property Tax Law, the installment agreement between the Director of Finance and the eligible owner shall include the following terms:

- A. The maximum term of the installment agreement shall be 24 months.
- B. The payment schedule shall be monthly, quarterly or semi-annually.

C. The required initial down payment shall be no less than ten (10%) percent but shall not exceed twenty-five (25%) percent of the eligible delinquent taxes.

D. Eligible properties shall include all properties within the City of Newburgh.

§270-23.5 Eligibility.

A. A property owner shall not be eligible to enter into an agreement pursuant to this article where:

1. There is a delinquent tax lien on the same property for which the application is made or on another property owned by such person and such delinquent tax lien is not eligible to be made part of the agreement pursuant to this section;
2. Such person is the owner of another parcel within the City on which there is a delinquent tax lien, unless such delinquent tax lien is eligible to be and is made part of the agreement pursuant to this article;
3. Such person was the owner of property on which there existed a delinquent tax lien and which lien was foreclosed within three years of the date on which an application is made to execute an agreement pursuant to this article;
4. Such person defaulted on an agreement executed pursuant to this article within three years of the date on which an application is made to execute an agreement pursuant to this article.

B. A property owner shall be eligible to enter into an agreement pursuant to this article no earlier than the date the list of delinquent taxes is filed with the County Clerk

§270-23.6 Amount due; payments.

The amount due under an installment agreement shall be the eligible delinquent taxes plus the interest that is to accrue on each installment payment up to and including the date on which each payment is to be made. The agreement shall provide that the amount due shall be paid, as nearly as possible, in equal

amounts on each payment due date. Each installment payment shall be due on the last day of the month in which it is to be paid.

§ 270-23.7. Interest and penalties.

Interest on the total amount of eligible delinquent taxes, less the amount of the down payment made by the eligible owner, shall be as provided by City Charter Section C8.45. The rate of interest in effect on the date the agreement is signed shall remain constant during the period of the agreement. If an installment is not paid on or before the date it is due, interest shall be added at the applicable rate for each month or portion thereof until paid. In addition, if an installment is not paid by the end for the fifteenth (15th) calendar day after the payment due date, a late charge of five (5%) percent of the overdue payment shall be added.

§ 270.23.8. Default.

A. The eligible owner shall be deemed to be in default of the agreement upon:

1. Non-payment of any installment within thirty (30) days from the payment due date;
2. Non-payment of any tax, special ad valorem levy or special assessment which is levied subsequent to the signing of the agreement by the tax district, and which is not paid prior to the expiration of the warrant of the collecting officer; or
3. Default of the eligible owner on another agreement made and executed pursuant to this section.

B. In the event of a default, the City shall have the right to require the entire unpaid balance, with interest and late charges, to be paid in full. The City shall also have the right to enforce the collection of the delinquent tax lien pursuant to the applicable sections law, special tax act, charter or local law.

C. Where an eligible owner is in default and the City does not either require the eligible owner to pay in full the balance of the delinquent taxes or elect to institute foreclosure proceedings, the City shall not be deemed to have waived the right to do so.

§ 270.23.9 Notification of potential eligible owners.

A. Within forty-five (45) days after the list of delinquent taxes is filed with the Orange County Clerk, or as soon thereafter as practicable, the enforcing officer shall notify, by first class mail, all potential eligible owners of the possible eligibility to make installment payments on such tax delinquencies. The enforcing officer shall add One (\$1.00) Dollar to the amount of the tax lien for such mailing.

B. The failure to mail any such notice, or the failure of the addressee to receive the same, shall not in any way affect the validity of taxes or interest prescribed by law with respect thereto.

C. The enforcing officer shall not be required to notify the eligible owner when an installment is due.

§ 270.23.10 Effect on Tax Lien.

The provisions of this article shall not affect the tax lien against the property, except that the lien shall be reduced by the payments made under an installment agreement, and that the lien shall not be foreclosed during the period of installment payments, provided that such installment payments are not in default.

§ 270.23.11 Title Searches.

Pursuant to Section 1102(1)(e) of the Real Property Tax Law, a charge of One Hundred Fifty (\$150.00) Dollars per parcel shall be imposed for the reasonable and necessary costs of title searches required or authorized to satisfy the notice requirements of the Real Property Tax Law.

SECTION 4 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 5 - EFFECTIVE DATE

This Local Law and shall be effective when it is filed in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

Councilwoman Angelo moved and Councilwoman Lee seconded that the Local Law be enacted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ENACTED

LOCAL LAW NO.: 2 - 2012

OF

APRIL 9, 2012

**A LOCAL LAW AMENDING CITY CHARTER SECTION C8.45 ENTITLED
"INTEREST RATE ON LIENS FOR DELINQUENT TAXES,
WATER AND SEWER CHARGES AND SANITATION FEES"
OF THE CODE OF THE CITY OF NEWBURGH**

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Charter Section C8.45 entitled "Interest Rate on Liens for Delinquent Taxes, Water and Sewer Charges and Sanitation Fees" of the Code of the City of Newburgh".

SECTION 2 - AMENDMENT

City Charter Section C8.45 entitled "Interest Rate on Liens for Delinquent Taxes, Water and Sewer Charges and Sanitation Fees" of the Code of the City of Newburgh is hereby amended to read as follows:

§ C8.45. Interest rate on liens for delinquent taxes, water and sewer charges and sanitation fees.

All delinquent taxes, water and sewer charges and sanitation fees, include on a list of delinquent taxes prepared in accordance with Real Property Tax Law, Article 11, Title 3, shall bear interest at the rate of ~~25~~20% per annum from the time of the recording of the list of delinquent taxes with the Clerk of the County of Orange, pursuant to the Real Property Tax Law of the State of New York, Article 11, Title 3.

SECTION 3 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 4 - EFFECTIVE DATE

This Local Law and shall be effective when it is filed in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law and shall apply to all taxes, water and sewer charges and sanitation fees which become a lien on or after January 1, 2013.

Councilwoman Angelo moved and Councilwoman Lee seconded that the Local Law be enacted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ENACTED

RESOLUTION NO.: 49 - 2012

OF

APRIL 9, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT OFFERED BY THE
ORANGE COUNTY YOUTH BUREAU FOR THE 2012 TEEN SOLUTIONS
GRANT IN AN AMOUNT NOT TO EXCEED \$21,290.00 WITH NO
MATCHING FUNDS**

WHEREAS, the Orange County Youth Bureau is offering funding through the 2012 Teen Solutions Grant; and

WHEREAS, the funding is designed to increase services, opportunities, and supports to youth in evenings and weekends during non-school hours primarily in the summer to help reduce crime and other at-risk behavior; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded said funding in the amount of \$21,290.00; and

WHEREAS, such application will require no City match; and

WHEREAS, this Council has determined that making such application is in the best interests of the City of Newburgh and its youth;

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 apply for and accept if awarded on behalf of the City a Grant from the Orange County Youth Bureau for the 2012 Teen Solutions in an amount not to exceed \$21,290.00 with no matching funds.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

RESOLUTION NO.: 50 - 2012

OF

APRIL 9, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN ACCESS AGREEMENT WITH
CENTRAL HUDSON GAS AND ELECTRIC CORPORATION
AND THEIR CONTRACTED AGENTS TO ALLOW THEM ACCESS
TO CITY OWNED PROPERTY IN CONNECTION WITH THE
INVESTIGATION AND ENVIRONMENTAL CLEAN-UP OF THE
MANUFACTURED GAS PLANT IN THE VICINITY OF RENWICK STREET
IN THE CITY OF NEWBURGH

WHEREAS, the New York State Department of Environmental Conservation ("NYSDEC") issued a Record of Decision ("ROD") in December 2005, for Site No. 3-36-042 which, among other things, chose a remedial alternative for the Site, required CHG&E to construct the chosen remediation alternative and monitor the remediation following construction; and

WHEREAS, the remedial construction has been completed and CHG&E and its designated representatives are now performing various post-remediation monitoring activities; and

WHEREAS, the post-remediation monitoring activities require CHG&E and its designated representatives to access portions of the Project Area (as that term is defined in the ROD) that are owned or controlled by the City, including a sewage treatment plant located at 2 Renwick Street (the "STP") which is operated by the City of Newburgh under contract with Severn Trent Environmental Services ("the STP Operator"), portions of Renwick Street, and a portion of the shoreline and the Hudson River located in the Project Area (collectively referred to as "the City Properties"); and

WHEREAS, CHG&E wishes to continue to access the City Properties in order to comply with its obligations under the ROD and the final NYSDEC-approved Site Management Plan (which is currently in draft form), and the City agrees to provide access to CHG&E and its designated representatives to certain portions of the Project Area that the City owns or controls, subject to the conditions provided within the attached agreement, to allow CHG&E to perform its continuing obligations; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an access agreement, in substantially the same form annexed hereto with such other terms and conditions as may be required by Corporation Counsel, with Central Hudson Gas and Electric Corporation and their contracted agents to allow them access to City owned property in connection with the investigation and environmental clean-up of the Manufactured Gas Plant in the vicinity of Renwick Street in the City of Newburgh.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

ACCESS AGREEMENT

This Agreement is made as of the ____ day of _____, 2012, by and between The City of Newburgh (the "City"), a New York State municipal corporation having offices at 83 Broadway, Newburgh, New York 12550, and Central Hudson Gas & Electric Corporation ("CHG&E"), a corporation organized and existing under the laws of the State of New York, having offices at 284 South Avenue, Poughkeepsie, New York 12601-4879.

WITNESSETH:

WHEREAS, the New York State Department of Environmental Conservation ("NYSDEC") issued a Record of Decision ("ROD") in December 2005, for Site No. 3-36-042 which, among other things, chose a remedial alternative for the Site, required CHG&E to construct the chosen remediation alternative and monitor the remediation following construction; and

WHEREAS, the remedial construction has been completed and CHG&E and its designated representatives are now performing various post-remediation monitoring activities; and

WHEREAS, the post-remediation monitoring activities require CHG&E and its designated representatives to access portions of the Project Area (as that term is defined in the ROD) that are owned or controlled by the City, including a sewage treatment plant located at 2 Renwick Street (the "STP") which is operated by the City of Newburgh under contract with Severn Trent Environmental Services ("the STP Operator"), portions of Renwick Street, and a portion of the shoreline and the Hudson River located in the Project Area (collectively referred to as "the City Properties"); and

WHEREAS, CHG&E wishes to continue to access the City Properties in order to comply with its obligations under the ROD and the final NYSDEC-approved Site Management Plan (which is currently in draft form), and the City agrees to provide access to CHG&E and its designated representatives to certain portions of the Project Area that the City owns or controls, subject to the conditions provided below, to allow CHG&E to perform its continuing obligations;

Now, THEREFORE, in consideration of the mutual promises and covenants contained herein, CHG&E and the City agree as follows:

1. CHG&E, or its designated representatives, will notify the STP Operator contact (as listed below in paragraph 10) with advance notice of a need to access the City Properties for "non-routine" events that will include:
 - a. the date, expected time and approximate duration of the requested access;
 - b. the reason(s) for the requested access;
 - c. the person(s) who will be visiting and their affiliation; and
 - d. the expected general location on the City Properties of the requested access.

(the "Advance Notice"). The Advance Notice will be provided to the STP Operator contact at least one (1) month prior to any planned visits to the City Properties, and may be communicated by e-mail, telephone or US mail. Any significant deviation or change to the Advance Notice will be

communicated by telephone to the STP Operator contact no less than 24 hours before the expected deviation or change. No deviation or change to the Advance Notice will be permitted unless agreed to by the STP Operator contact. Advance Notice is not required for "routine" events, such as sampling monitoring wells, removing waste material drums for disposal, or other activities that may be considered to be "routine" in nature and that have been ongoing with the knowledge and approval of the STP Operator, and that are expected to continue on a recurring basis in the future. As a courtesy, contact will be made to the STP Operator if there is a change in the frequency (*i.e.* bi-weekly to weekly sampling) associated with such "routine" events in the future.

2. If the STP Operator cannot permit CHG&E access to the City Properties on any day(s) or time(s) contained in the Advance Notice, the STP Operator will notify the CHG&E contact listed below in paragraph 10 no later than ten (10) calendar days prior to the requested access by e-mail, telephone or U.S. mail, unless the notification is caused by an emergency situation or unanticipated event; then such notification will occur as soon as reasonably possible. When so notifying CHG&E that an access date and time cannot occur, CHG&E and the STP Operator agree to reschedule the requested access on a date and at a time as close to the date and time contained in the Advance Notice as reasonably possible and convenient to the STP Operator and CHG&E.

3. Any access to the City Properties by CHG&E and its designated representatives will generally occur between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. The City, STP Operator or representatives of the City or STP Operator retain the authority to observe any activities performed by CHG&E and its designated representatives during its access to the City Properties, and all such observers will abide by all applicable health and safety requirements provided to them by CHG&E or its designated representatives.
4. Nothing in this Agreement shall preclude CHG&E and its designated representatives from accessing the City Properties during an emergency or unanticipated event that requires immediate access. In such a situation, CHG&E and its designated representatives shall provide notice to the STP Operator as soon as possible under the circumstances.
5. When accessing City Properties, CHG&E and its designated representatives will comply with applicable City and STP Operator worker safety and other requirements.
6. CHG&E will be responsible for properly handling and disposing of all materials it generates on or from the City Properties, including but not limited to any contaminated soils, sediments or liquids, and the City will have no liability regarding these materials.
7. CHG&E agrees to indemnify and hold harmless the City from any and all claims, damages, suits, actions, proceedings, losses and expenses (collectively, referred to as "claims") which may be incurred or awarded

against the City or its designated representative arising from the access granted to CHG&E and its designated representatives. Said indemnification includes all costs of defense of any action brought against the City or its designated representative. CHG&E may agree to retain counsel of its choosing to handle the defense of such action. Before any settlement may be agreed upon by CHG&E, it will submit the proposed settlement to the City for its concurrence. CHG&E agrees to provide all litigation papers to the City. Excepted from this indemnification are claims arising from any intentional tortious or grossly negligent act of the City or its designated representative or any claim unrelated to the access granted to CHG&E and its designated representatives.

8. The indemnification obligations contained in the above paragraph shall survive this Agreement for a period of 7 (seven) years after this Agreement terminates.
9. Notwithstanding anything to the contrary in this Agreement, the City and CHG&E agree to attempt to resolve promptly any disputes or material breaches that arise under this Agreement, and to submit any disputes that are not resolved promptly to dispute resolution, which shall mean submitting the dispute to a neutral third party mediator or arbitrator, as mutually agreed upon by the City and CHG&E. In addition, following dispute resolution, the City and CHG&E reserve whatever rights they may have in law and equity to seek relief in a court of competent jurisdiction in

the event that an alleged material breach of any provision of this Agreement results in damages and/or indirect costs to either party.

10. The CHG&E contact shall be:

Mr. Mark McLean
Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, New York 12601-4879
Telephone: (845) 486-5461
mmclean@cenhud.com

The Owner City contact shall be:

Craig M. Marti, P.E.
City Engineer
The City of Newburgh
83 Broadway
Newburgh, New York 12550
Telephone: (845) 569-7446

The STP Operator contact shall be:

Mr. Joseph Sagnis
Area Manager
Severn Trent Environmental Services
2 Renwick Street
Newburgh, New York 12550
Telephone: (845) 565-6182
jsagnis@stes.com

Any changes to these contact people, telephone numbers or e-mail addresses by CHGE, or the STP Operator shall be provided to the other as soon as practicable.

11. This Access Agreement shall become effective upon execution by the authorized representatives of the City and CHG&E.
12. This Agreement shall terminate upon written notice by either party to the other stating the reason or reasons for termination and providing no less than 1 month advance notice of said termination. A notice of termination by the City shall be subject to dispute resolution as provided in paragraph 9, above should CHG&E wish to invoke dispute resolution.

City of Newburgh

Central Hudson Gas &
Electric Corporation

By:

By:

Date: _____

Date: _____

RESOLUTION NO.: 51 - 2012

OF

APRIL 9, 2012

A RESOLUTION IN SUPPORT OF AN APPLICATION BEING
SUBMITTED BY THE CITY OF PEEKSKILL FOR A
LOCAL GOVERNMENT EFFICIENCY GRANT SUPPORTING THE
SHARED REDEVELOPMENT SERVICES PROGRAM OF THE
MAYORS REDEVELOPMENT ROUNDTABLE

WHEREAS, the City of Newburgh and its redevelopment staff and corporation counsel have been participating in the Mayors' Redevelopment Roundtable ("Roundtable") for four years to develop strategies for making the participating cities redevelopment-ready in order to increase its tax base and to stimulate sustainable economic development; and

WHEREAS, the Mayors' Redevelopment Roundtable creates a vehicle for and implements a program for sharing expert development staff and professional services among the cities participating, the staff of the Land Use Law Center, and experts on the strategies being developed; and

WHEREAS, this shared services approach to developing redevelopment strategies realized significant cost benefits through the essential services provided and the addition of development attracted by the strategies to the tax base; and

WHEREAS, the Roundtable has been effective in working with the Mid-Hudson Regional Economic Development Council to create an urban redevelopment policy in its five year strategy so that projects for state funding from Roundtable communities are as competitive as possible; and

WHEREAS, the City of Newburgh benefits from the redevelopment strategies developed through the Roundtable, through the urban policy adopted, and by participating and indicates that the City is cooperating in a regional redevelopment strategy in furtherance of several state policies; and

WHEREAS, the cooperation of the nine communities in the Roundtable is memorialized by a Memorandum of Agreement signed by each of the mayors of

the cooperating communities, constituting an inter-municipal agreement to cooperate in developing redevelopment strategies that respond to the critical issues faced by Roundtable communities; and

WHEREAS, the City of Peekskill has agreed to submit a grant to the State of New York under the Local Government Efficiency Grant Program for a two-year \$200,000 grant to continue the shared services initiative of the Roundtable and to act as the fiscal agent for the Roundtable in administering the grant on behalf of the participating cities which include Yonkers, Mt. Vernon, New Rochelle, White Plains, Port Chester (a village), Beacon, Poughkeepsie, and Newburgh; and

WHEREAS, the Grant requires a 10 percent local share, which can be contributed by any of the cooperating communities in the Roundtable through any projects that it funds that are part of the Shared Redevelopment Services Program: representing an average yearly local commitment of approximately \$1,000 per Roundtable community;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City of Peekskill, through Mayor Mary Foster is authorized on behalf of the City of Newburgh to submit an application for \$180,000, two year grant for the \$200,000 Shared Redevelopment Services Program of the Mayors' Redevelopment Council, be a co-applicant and to execute all financial and administrative processes related to the implementation of the program; and

BE IT FURTHER RESOLVED, that this City Council supports this Shared Development Services initiative and pledges, if needed, to provide its share of the required \$20,000 local share required, an average of \$1,120 per year, in conjunction with the other co-applicants: the cities of Beacon, Mount Vernon, Peekskill, New Rochelle, Poughkeepsie, Yonkers, White Plains, and the village of Port Chester;

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

RESOLUTION NO.: 52 - 2012

OF

APRIL 9, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND CONTRACT EXTENSION 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 AN ADDITIONAL COST TO THE CITY OF \$14,350.00

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 City Council has by Resolution No. 18-2012 of February 14, 2012 authorized an extension of the contract with WDI for such services effective through April 30, 2012 at no extra cost to the City of Newburgh; and

WHEREAS, WDI has requested a second extension to complete the work of the contract until July 31, 2012; and

WHEREAS, the extension of such services through July 31, 2012 will be at an additional cost to the City of Newburgh of \$14,350.00; 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 a second 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 an additional cost to the City of \$14,350.00.

Councilwoman Lee asked if we table this can we have it back on the agenda by the next Work Session so that they can come in to talk to us?

City Manager, Richard Herbek, said that the next Work Session is on the 19th of April and this agreement ends at the end of this month. They were headed in the direction of providing a report, however, they still need a number of groups to meet with. We could see where she is on the 19th and ask for a more extensive report but this was just initial survey work. There are so many agencies that are out there and everyone seems to be doing their own thing. The whole idea here is to coordinate and try to come up with an overall plan so that people who are looking for jobs or for educational opportunities would know where to go to get those things. That was the goal and this actually dates back a few years now. There was a much more extensive proposal involving hundreds of thousands of dollars but the City finally got to the point where we found an agency in Albany that could provide us with this kind of help. It seemed like the best solution at the time but we certainly want the Council and the community to have complete information. This was meant to be helpful to people that need educational and training opportunities. There are a lot of agencies that do different things and this was designed to try to come up with an overall strategy so that we are not dealing with lots of individual agencies doing their own thing. He said that he is not trying to sell it he is trying to explain it.

Councilman Brown said that he is on board with the idea of what W.D.I. is trying to do but he is not on board with the additional cost. We signed an agreement for \$30,000.00 and they haven't lived up to that agreement. They need to finish that agreement at no additional cost and then move on to Phase II. He is saying no to additional costs.

Councilman Dillard said that he has already indicated that he would like to table this. He believes it is a good concept but we need the solution and hopefully they can come up with the solutions whereby everything will be put together.

Councilman Dillard moved and Councilwoman Lee seconded that the resolution be tabled.

Ayes - Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 4

Nays - Councilman Brown - 1

TABLED

**ADDENDUM TO AGREEMENT BY AND BETWEEN THE CITY OF
NEWBURGH, NEW YORK AND WORKFORCE DEVELOPMENT INSTITUTE,
INC.**

This Addendum to the Agreement is made and entered into this ____ day of _____, 2012 by and between and the Workforce Development Institute, Inc. ("WDI"), located at 24 Fourth Street, Troy, New York 12180 and City of Newburgh, New York, with offices at 83 Broadway, Newburgh, New York 12550 ("CITY"), dated October 4, 2011:

1. The Agreement shall be effective until July 31, 2012.
2. Additional expense to the CITY of the salary and fringe for the Program Coordinator in the amount of \$14,350.
3. All other terms and conditions set forth in the Agreement, dated October 4, 2011 shall remain in effect.
4. This Addendum, together with the Agreement, contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:
WORKFORCE DEVELOPMENT
INSTITUTE, INC.

CITY OF NEWBURGH, NY

Name:
Title:
Date:

Name:
Title:
Date:

APPROVED AS TO FORM:

MICHELLE KELSON,
CORPORATION COUNSEL

CHERYL A. GROSS,
COMPTROLLER

RESOLUTION NO.: 53 - 2012
OF
APRIL 9, 2012

A RESOLUTION TO AUTHORIZE THE AWARD OF A BID
AND TO EXECUTE AN AGREEMENT FOR VENDOR SERVICES
WITH ECONOMY CLEANERS
TO PROVIDE UNIFORM CLEANING SERVICES
TO THE CITY OF NEWBURGH POLICE DEPARTMENT

WHEREAS, the City of Newburgh Police Department has implemented a Quartermaster system for issuing police uniforms which requires that the uniforms be cleaned on a regular basis prior to issuance to police officers; and

WHEREAS, the City of Newburgh has duly advertised for bids for the Uniform Cleaning Services for the City of Newburgh Police Department; and

WHEREAS, bids have been duly received and opened and Economy Cleaners is the low bidder; and

WHEREAS, the fees for items to be cleaned weekly are a flat rate price of \$9.25 for 2 pants and 2 shirts, and items to be cleaned on occasion are dress blouse \$2.95 each; winter jacket \$7.75 each; and vest cover \$2.25 each; and

WHEREAS, the quoted prices are fixed and guaranteed for the length of the contract for a term of one (1) year with no annual price index increases; and

WHEREAS, such contract is in the best interests of the Police Department and the citizens of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the Uniform Cleaning Services be and it hereby is awarded to Economy Cleaners and that the City Manager is hereby authorized to enter into a contract for such work in the aforesaid amounts, funds to be had from budget line A.3120.0448.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2012, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "**CITY**," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and Economy Cleaners, a firm with principal offices at 567 Broadway, Newburgh, New York, 12550, hereinafter referred to as "**VENDOR**."

*

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning May 1, 2012, and ending April 30, 2013.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR 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. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, 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 CITY, nor any person whose salary is payable, in whole or in part, by the CITY, 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 Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been

knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall

thereupon be relieved and discharged from any further liability and obligation to
VENDOR, its assignees or transferees, and all monies that may become due under this
Agreement shall be forfeited to the CITY except so much thereof as may be necessary to
pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by
VENDOR for the benefit of its creditors made pursuant to the laws of the State of New
York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or
instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR 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 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this

Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY 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 CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY 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 CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance as may be required by law and as VENDOR may require.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, 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), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

ARTICLE 16. TERMINATION

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

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR

pursuant to this Agreement; and

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall

render all SERVICES 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 such SERVICES are rendered.

ARTICLE 20. 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, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 21. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full

force and effect to the terms and conditions contained in such Addendum or Change Order.

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

THE CITY OF NEWBURGH

ECONOMY CLEANERS

BY: _____

BY: _____

RICHARD F. HERBEK,

NAME:

CITY MANAGER

TITLE:

DATE: _____

DATE: _____

APPROVED AS TO FORM:

DATE: _____

MICHELLE KELSON,

CORPORATION COUNSEL

DATE: _____

CHERYL A. GROSS,

CITY COMPTROLLER

SCHEDULE A

SCOPE OF SERVICES

UNIFORM CLEANING SERVICES

3.0 CLEANING:

- A. All uniforms are to be thoroughly cleaned and have all stains removed through laundering procedures in accordance with manufacturer's specifications.
- B. All garments are to be spotted for stains and treated with the proper chemicals to insure their removal.
- C. All cleaning chemicals used must meet or exceed current environmental and safety requirements.
- D. The final rinse water shall be brought to a PH of between 5.5 and 6.0.
- E. Officer pants are to be hung on a 13 gauge hanger with a no slip trouser guard.
- F. Officer shirts are to be hung on a 14 gauge executive shirt hanger.
- G. All garments are to be twist-tied and bagged in plastic cover.
- H. All invoices shall be sent to the Police Department on a monthly basis with a summary of all services attached. Such shall be mailed to: City of Newburgh Police Department, 83 Broadway, Newburgh, NY 12550.

SCHEDULE B

FEES AND EXPENSES

CLEANING PRICE RATE

1. ITEMS TO BE CLEANED WEEKLY – PRICED AT A FLAT RATE:

2 OFFICERS PANTS
2 OFFICERS SHIRTS
4 ITEMS OF COMBINATION \$9.25 FLAT RATE PRICE

2. ITEMS TO BE CLEANED ON OCCASION – PRICED PER ITEM:

DRESS BLOUSE \$2.95 PRICE EACH
WINTER JACKET \$7.75 PRICE EACH
VEST COVER \$2.25 PRICE EACH

Quoted prices are fixed and guaranteed for the length of the contract with no annual price index increases.

RESOLUTION NO.: 54 - 2012

OF

APRIL 9, 2012

**A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
JOSEPH WILLIAMS AGAINST THE CITY OF NEWBURGH
IN THE AMOUNT OF TWELVE THOUSAND, FIVE HUNDRED DOLLARS**

WHEREAS, Joseph Williams brought an action against the City of Newburgh; and

WHEREAS, the plaintiff and the City of Newburgh have reached an agreement for the payment of the settlement in the amount of Twelve Thousand, Five Hundred (\$12,500.00) Dollars in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorneys are hereby authorized to settle the claim of Joseph Williams against the City of Newburgh in the total amount of Twelve Thousand, Five Hundred (\$12,500.00) Dollars and that City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

Councilwoman Lee moved and Councilman Dillard seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

RESOLUTION NO.: 55 - 2012

OF

APRIL 9, 2012

**A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
MILLPOND MANAGEMENT, INC. AGAINST THE CITY OF NEWBURGH
IN THE AMOUNT OF FIVE THOUSAND DOLLARS**

WHEREAS, Millpond Management, Inc. brought an action against the City of Newburgh; and

WHEREAS, the plaintiff and the City of Newburgh have reached an agreement for the payment of the settlement in the amount of Five Thousand (\$5,000.00) Dollars in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorneys are hereby authorized to settle the claim of Millpond Management, Inc. against the City of Newburgh in the total amount of Five Thousand (\$5,000.00) Dollars and that City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

NEW BUSINESS

Councilman Dillard said that the agendas that we have had for the past three months have not really tackled the issues of the City and there are a lot of questions surrounding what is happening to the City of Newburgh. He would like to propose that they get an update on Burton Towers. We were supposed to receive payment but no payment has come in and no one on the Council knows anything about what is happening with Burton Towers. That is \$700,000.00 plus another \$250,000.00 that should be in the City's coffer. It should have been there at closing but it wasn't. He is asking for an update of Burton Towers for the first Work Session in May as we already have a full agenda for the 19th of April. Secondly, he would like to create a new position, with the backing of the Council, for a job description through CSEA, in the Planning & Development Office. That position would be for a Community Development and Marketing Director and they would be responsible for working the Dwight Hadley report. As you go through the report from 2003 to 2010 you will see that there is a million dollars unaccounted for and he would like to find out what happened to that million dollars. Lastly, he said that we started the demolition project and it looks like we've tore down one building but we have many more so he would suggest that we don't stop at this early stage. We need to continue because we do have the money if we stop trying to get the best positions for our friends. He said that we have to put it out there like it is for the people. He also noted that with the Leyland Project we have all of this land down on the riverfront at Broadway and Marine Drive but what is happening with that land. Will it be another forty years before we hand it over to someone else? It is our season to be blessed here in Newburgh and in order to do that we must all push this Council to do exactly what we signed on board to do. If we do not do that, you cannot blame him or this Council because he is putting it out there to them. He said that is where he stands and he expects to see these items on the May 6th agenda.

There being no further new business, this portion of the meeting was closed.

GENERAL PUBLIC COMMENTS

Pastor Brock, 85 Carpenter Ave., said that she was glad to hear Councilman Dillard's remarks and told the Mayor and City Manager that it seems like their work is cut out for them. They have to sit down and make some tough decisions for the City of Newburgh.

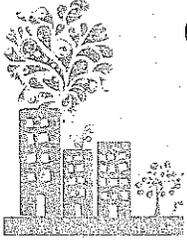
Mary Phillips, First Street, said that Councilman Dillard said we can't blame the Council but she does blame them a little bit because over the last several years she has heard over and over again about hundreds of thousands of dollars spent by the Council with Consultants and such. Just now while she was listening she heard Councilwoman Angelo say that spending this \$14,000.00 doesn't really make sense but I'm going to vote yes anyway. She said that their job is to figure it out. The public should participate more but it is the job of the Council to figure it out and if it doesn't make sense then they should say no. This is our money. The amount of money that has been wasted in this City is an outrage and it makes her mad. She told the Council not to vote yes if they mean no or if they don't understand it. Don't spend our money uselessly where we get nothing for it.

Omari Shakur, Nu-Voters Movement, said that a lot of people have been asking him what has been going on with Michael Lembhard so he wanted to read a statement on what the City Council, Mayor, Community and Leaders are doing. (He remained silent for three minutes)

Ramona Monteverde, Liberty Street, said that she is here with a group who are a part of the Community Action Teams called the Clean and Beautify Initiative and they are officially presenting a letter to George Garrison. (copy attached)

Beatrice, 10 Clark Street, said that by tabling resolution #52-2012 it further delays the goals that have been set for Newburgh. Newburgh Builds Newburgh means that the City Council has to rebuild Newburgh. She feels that true communication and discipline in this City has completely failed.

Gail Fulton, City of Newburgh, asked why the traffic light on River Road was removed. There is a lot of traffic in that area and one of these days there is going to be a bad accident so she thinks it needs to be put back there. She added that on Friday, March 30th, there was a bad accident on Mill and Ann Streets and luckily no one was killed. She asked what needs to be done to get a traffic light at that intersection. We shouldn't wait until someone gets killed before we decide to put up a traffic light.



Clean and Beautify Initiative

Community Action Team

April 9, 2012

Mayor Kennedy
City Hall
83 Broadway
Newburgh, NY 12550

Dear Mayor and City Council Members,

On behalf of all of the members of the Clean and Beautify Group, a part of Mayor Kennedy's initiative to improve the quality of life in Newburgh. We would like to thank our Director of Public Works, Mr. George Garrison and his team for their cooperation and hard work in cleaning up an urban eyesore that had existed for some time on the corner of West Parmeinter and Williams Street.

We are especially appreciative of their efforts in the face of financial and manpower constraints facing our city.

We look forward to working with George and his department in the future as we continue to make Newburgh a cleaner and safer environment in which to live.

Respectfully,

The Clean and Beautify Initiative

Juanita, Michael's Cousin, read a letter that she is going to present to District Attorney, Francis Phillips and asked the Council for their signatures and support. It reads "We the Mayor and City Council of Newburgh, New York are struggling with the sense of injustice concerning the matter of the death of Michael Lembhard. As the elected officials of a City that is struggling with issues such as poverty and violence, we are trying to make sense of the incident and support the family in seeking justice but this is simply beyond the issue of just one family. Michael was a son of the City; a child whose family has been here for generations. Unfortunately this is not the only case where police have been involved using brutal force when they could have used other methods to de-escalate a situation that resulted in loss of life. We are sure that you of all people can empathize with our needs in seeking out justice as a standard in our City. As you know, we have already sent a request to Governor Cuomo asking for the State's support in conducting a special investigation around the shooting and the request was denied. We are coming to you respectfully in soliciting your help. We are asking you to step down so that it may be possible for a special investigation to move forward. In closing, we are sure that you will support a fair, impartial investigation and hearing of this matter so that justice will be served and the best interest of the people in the City of Newburgh will be met." She said that she is asking the Council for their help so that she can go the District Attorney and ask him to step down.

Councilwoman Lee thanked Jaunita and said that she will put it on her letterhead and sign it.

Usef Belford, City of Newburgh, said that at Audrey Carey Park there are no signs that say "Caution, Children at Play" and he sees cars flying up and down the streets, which is a dangerous situation.

Barbara Smith, City of Newburgh, said that she would like to show her appreciation to Councilman Brown for thinking clearly and in the best interest of the City of Newburgh by saying that when we contract for something we contract for X amount of dollars and if you do not fulfill your work within that particular period of time then it's gone. If she is not mistaken, didn't the head of that program sit here at the last Work Session and say that they had the money? It is not the idea that there is no money. The main office has the money so if they wish to fund additional time to complete their work, then let them fund the money. She asked the Council to please make it clear to the public if we are just paying her salary and what is she doing for that salary. When you look at the figures under the Workforce Development, Job Training Program, it tells you very clearly that there was no work found. We have a grant that is coming down from the Governor's Office to do work on the Newburgh Beacon Bridge. Will we be prepared to put people up on that bridge to do work? She doesn't understand what they have been doing. Did

we really need that much money for people to group together to figure out a list of who is where and put them under an umbrella? Funds are low so there has to be a better way to get things done.

Brenda McPhail, City of Newburgh, said that she went to the Youth Violence Forum with the Mayor and learned a lot. She said that her heart goes out to anyone whose child was killed but we are focusing too much energy and time on this and what is it going to prove? It won't prove anything. We need to stop the cycle. This will continue if we don't learn how to prevent it. Violence is happening all over the World. People don't feel safe walking the streets here after dark because of what is going on. She said if you are wrong, you are just wrong and she doesn't care who it is. We have problems and issues that we need to deal with and some people don't want to hear the truth.

Due to a disruption in the audience, the Mayor adjourned the meeting at 8:00 p.m.

LORENE VITEK
CITY CLERK

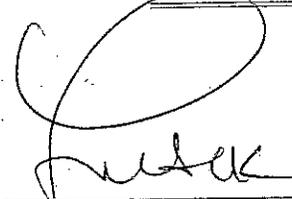
Account#	Account Description	Fee Description	Qty	Local Share
	Marriage License	Marriage License	13	227.50
	Miscellaneous Cash	Liquor Tax	1	67.50
		Sub-Total:		\$295.00
2590	Misc. Fees	Handicap Parking Spaces	1	25.00
	Recycling License	Junkyard License	2	500.00
		Sub-Total:		\$525.00
A1255	Conservation	Conservation	12	36.70
		Sub-Total:		\$36.70
A12550003	Misc. Fees	Certified Copies - Marriage	20	212.00
		Sub-Total:		\$212.00
A12550008	Misc. Fees	Copies	5	1.25
		Sub-Total:		\$1.25
A12550012	Thumbprint Fee	Thumbprint Fee	2	10.00
		Thumbprint Fee	5	25.00
		Sub-Total:		\$35.00
A25010001	Liquor Tax	Liquor Tax	34	4,625.88
		Sub-Total:		\$4,625.88
A2544	Dog Licensing	Female, Spayed	14	105.00
		Female, Unspayed	4	50.00
		Male, Neutered	3	22.50
		Male, Unneutered	3	37.50
		Sub-Total:		\$215.00
A25900012	Peddlers Permit	With Vehicle - Per Yr.	1	200.00
		Sub-Total:		\$200.00
A25900019	Taxi Application Fee	Taxi Application Fee	5	500.00
		Sub-Total:		\$500.00
A25900020	Taxi Drivers License	Taxi Drivers License	11	1,100.00
		Sub-Total:		\$1,100.00

Total Local Shares Remitted: \$7,745.83

Amount paid to: NYS Ag. & Markets for spay/neuter program _____ 38.00
 Amount paid to: NYS Environmental Conservation _____ 628.30
 Amount paid to: State Health Dept. For Marr. Licenses _____ 292.50

Total State, County & Local Revenues: \$8,704.63

Total Non-Local Revenues: \$958.80



City Clerk

4/2/12

Date



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

APRIL 4, 2012

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: REGISTRAR OF VITAL STATISTICS

I RESPECTFULLY REPORT THAT THERE HAS BEEN
RECEIVED IN THE OFFICE OF VITAL STATISTICS DURING THE MONTH
OF MARCH 2012 THE SUM OF \$6,346.00 AS FOLLOWS:

260 CERTIFIED COPIES OF BIRTH CERTIFICATES	\$2,604.00
374 CERTIFIED COPIES OF DEATH CERTIFICATES	<u>\$3,742.00</u>
TOTAL	\$6,346.00

IN ADDITION:

263 BIRTHS HAVE BEEN FILED IN THIS OFFICE TO DATE,
165 DEATHS HAVE BEEN FILED IN THIS OFFICE TO DATE,

LORENE VITEK

PERSONNEL REPORT
CIVIL SERVICE COMMISSION
MARCH 2012

FINANCE:

Kathryn Nivins
276 Temple Hill Rd.
New Windsor, NY

Junior Accountant
Appt. Permanent 3/9/12
\$51,890

Keith Douglas
1271 Albany Post Rd.
Croton-on-Hudson, NY

Junior Accountant
End of Temp Assignment
3/16/12 \$25/hr.

COLLECTOR:

Mary Lee Peters
33 Spruce Street
Cornwall, NY

City Collector
Appt. Permanent 3/9/12
\$61,472

ASSESSOR:

Fernando Gonzalez
28 Ethan Allen Drive
Stony Point, NY

City Assessor
Resigned 3/15/12
\$69,665

Joanne Majewski
20 Pierces Road
Newburgh, NY

City Assessor
Appt. for term ending 9/30/13
3/16/12 \$69,665

DPW:

Michael Shaughnessy
696 Little Brittain Rd
New Windsor, NY

Senior Mechanic
Suspended w/o pay 3/2/12
Reinstated 3/26/12 \$55,468

Thomas Cinnante
6 Max Way
Newburgh, NY

Working Supervisor
Suspended w/o pay 3/2/12
Suspended w/pay 4/2/12
\$47,697

Water:

Richard Palmer
750 Gardnertown R.
Newburgh, NY

Water Treatment Plant Operator
Appt. Permanent 3/8/12
\$48,650

**Planning &
Development:**

Courtney Kain
73 Bay View Terrace
Newburgh, NY

Director of Community Development
Maternity LOA 3/8/12
\$72,440

Bonnie Clemmer
72 Clinton Street
Newburgh, NY

Economic Development Spec. P/T
Appt. Provisional 3/23/12
\$25,945

RESOLUTION NO.: 56-2012

OF

APRIL 23, 2012

A RESOLUTION DECLARING THE MONTH OF MAY 2012
TO BE "COMMUNITY PRIDE MONTH" IN THE CITY OF NEWBURGH

WHEREAS, the history of the City of Newburgh predates the founding of the United States; and

WHEREAS, from the time of the Revolutionary War, the City of Newburgh has played an important role in the politics and commerce of the nation; and

WHEREAS, from the Hudson River style of painting to the architectural insights of Andrew Jackson Downing, the City of Newburgh has been an integral part of the cultural life of the nation; and

WHEREAS, the citizens of the City of Newburgh are and should be justly proud of their City and its heritage; and

WHEREAS, the citizens of the City of Newburgh have always worked to preserve and protect the natural and man-made beauty of their City; and

WHEREAS, the City Council of the City of Newburgh has instituted numerous projects in the last year to restore and preserve the City's beauty and resources; and

WHEREAS, the City Council of the City of Newburgh, in this, the beginning of Spring, 2012, wishes to encourage the citizens to show their pride in their City by helping the City government in such restoration and preservation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the month of May, 2012, is hereby declared to be "Community Pride Month", and that all citizens of the City of Newburgh are encouraged to show their pride in their City by participating, in that month, in an effort to clean the City of Newburgh and restore it to its former beauty by cleaning and repairing all properties which they own or in which they reside and joining together in a united effort for the restoration of the City.

RESOLUTION NO.: 57 - 2012

OF

APRIL 23, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS IN SUPPORT OF THE
CITY OF NEWBURGH'S ANNUAL MEMORIAL DAY AND FOURTH OF JULY
OBSERVANCES, NATIONAL NIGHT OUT AND THE 24TH ANNUAL
INTERNATIONAL FESTIVAL

WHEREAS, the City of Newburgh will be holding its annual Memorial Day and Fourth of July Observances, National Night Out and its 24th 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 Memorial Day and Fourth of July Observances, National Night Out and the 24th Annual International Festival.

RESOLUTION NO.: 58 - 2012

OF

APRIL 23, 2012

**A RESOLUTION AUTHORIZING THE APPLICATION TO
THE HUDSON RIVER VALLEY COUNCIL ON BEHALF OF
THE GREENWAY COMMUNITIES PROGRAM FOR A GRANT
TO PURSUE A PLAN FOR GREEN URBAN LAND USE
IN THE CITY OF NEWBURGH**

WHEREAS, by Resolution No. 22-2011 of January 24, 2011, the City Council of the City of Newburgh authorized the City Manager to apply for a Greenway Communities Grant from the Hudson River Valley Council for the purpose of pursuing a Land Use Planning and Evaluation Process for the Newburgh Food and Urban Gardens Community Planning Project; and

WHEREAS, by Resolution No. 65-2011 of March 28, 2011, the City Council authorized the City Manager to accept the Greenway Communities Grant and execute a sub-recipient grant agreement with PathStone Community Improvement of Newburgh ("PathStone") to coordinate this project.

WHEREAS, PathStone, acting on behalf of the City of Newburgh, successfully completed "A Plan for Green Urban Land Use in the City of Newburgh" to the satisfaction of the Hudson River Valley Greenway in connection with this original grant; and

WHEREAS, PathStone proposes to prepare and submit second Greenway Communities Grant for Ten Thousand (\$10,000) Dollars to fund part of the implementation of "A Plan for Green Urban Land Use in the City of Newburgh"; and

WHEREAS, the grant application requires the applicant municipality to obtain the approval/endorsement of the governing body of the municipality or municipalities in which the project will be located; and

WHEREAS, funds will be sought from this program in the amount of \$10,000 with the required \$10,000 matching funds to be provided through PathStone and its partners;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that PathStone be and it is hereby authorized to prepare and submit the grant application to the Greenway Communities Program in the amount of Ten Thousand (\$10,000) Dollars, and if awarded, the City Manager be and he is hereby authorized to accept said grant and execute an agreement with the Hudson River Valley Greenway Communities Council under the Greenway Communities Grant Program, for a project known as Green Urban Land Use Plan Implementation and located within this community.

A Plan for Green Urban Land Use
in the
City of Newburgh

GREENWAY COMMUNITY GRANT REPORT
March 2012

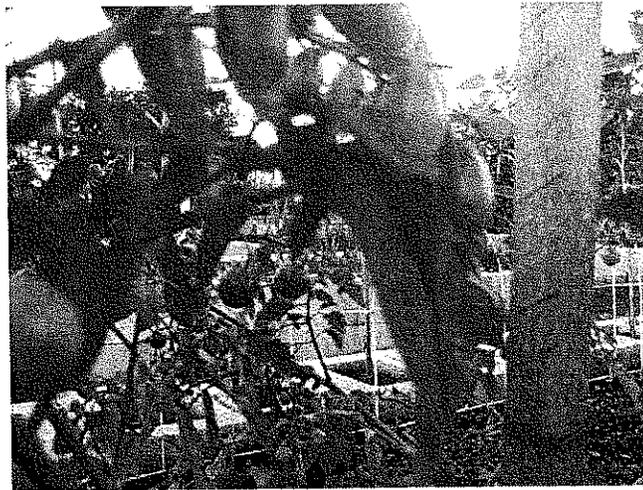
PathStone



Connecting You to Opportunities

Introduction

PathStone Community Improvement of Newburgh is fortunate for this opportunity to work with the City of Newburgh and the Hudson River Valley Greenway in creating a plan to remediate the abundance of vacant, dilapidated land within the City. Vacant parcels of land dot the urban landscape creating blighted gashes in the urban street wall. At the same time, there is a dearth of options for residents to acquire healthy, fresh food at affordable prices. In fact, there is not a single supermarket within the four square miles that comprise the City of Newburgh. In addition, it is estimated that in Census Tract 4, the focus area of the newly formed Community Land Bank and of this report, as many as 40% of households are transit dependent, meaning they have no access to a private vehicle to purchase groceries. Residents are forced to rely on processed options at corner stores, where prices are often 25-30% higher on staple products. Many families in the land bank target area (census tract 4) also face food insecurity and rely on emergency food providers. These soup kitchens and food pantries are in a constant battle to find resources to keep up with the demand. Creating new gardens and farms where blighted property currently exists will expand access to healthy foods and consequently improved health for city residents while creating opportunities for skill building and training, supplemental income for participants, and the remediation of blight in challenging neighborhoods.



Community Partners

Invaluable support and guidance for this project was provided by Virginia Kasinki at Glynwood, Inc. In addition, support from the City of Newburgh, Orange County Office of Planning, the Newburgh Armory Unity Center, Groundwork Hudson Valley, AmeriCorps, and many others were essential to the process.

Greenway Grant Planning Process

Reusing vacant land to create community gardens and urban farms will take a material step toward a sustainable economy in Newburgh, while providing environmental, social and economic benefits to a wide range of community stakeholders: educational, religious and business institutions as well as resident families. With this goal in mind, and the support of Hudson Valley Greenway Community grants program, PathStone undertook the following actions:

- Generated initial map of all vacant city-owned properties in the City of Newburgh which was divided into survey areas by census tract.
- Assembled and trained volunteer teams from the Groundwork Hudson Valley AmeriCorps VISTA summer program to perform a visual survey of each identified lot and rank the features of each lot (access to water, size, proximity to other community amenities, shade, etc.) (Exhibit _A_)
- Compiled Data collected by teams into a spreadsheet for analysis and to determine which sites have some desirable garden features. (Exhibit _B_)
- Hosted public event presenting sites and seeking feedback on community resident interest.
- Coordinated with the Orange County Office of Planning and Development to map parcels and community assets (churches, soup kitchens, schools, youth organizations, etc.) as well as parcels identified as having lead contamination. (Exhibit _C,D,E_)
- Engaged Student Volunteers to collect soil samples for accessible mapped lots and sent the samples to the Brooklyn College testing lab.
- Shaped strategy focusing first project within Land Bank Area as part of Newburgh Community Garden Corps strategy as a follow-up to the interest expressed by City of Newburgh, Newburgh Community Land Bank and Ford Foundation, Designed of Newburgh Community Garden Corps program for April - June 2012.
- Developed 3-year strategy based on all gathered information regarding timeline for garden development throughout City to present to City Council.

Newburgh Armory Unity Center Pilot Garden

Concurrent with developing the 3-year strategic plan, PathStone has worked with its essential partners including Glynwood, Inc., the Newburgh Armory Unity Center, and Groundwork Hudson Valley to launch a pilot community garden at the Newburgh Armory. Through this project the group has been able to gauge community investment, interest and capacity. This group constructed a 21-bed community garden with a shed and supplied tools, seeds, seedlings, and weekly instruction provided by Cornell Cooperative Extension. The garden was advertised broadly to residents and organizations.

While several individuals and families actively participated in the garden in the first year, the demand for beds was generated in most part from non-profit service organizations in the City. In particular, the YMCA, Ecclesia House women's shelter, and Independent Living brought participants to the garden. In addition, there was great demand for the products of the garden from local soup kitchens and pantries which struggle to meet demand and seldom have fresh produce. Hundreds of pounds of food were delivered to these emergency food providers over the growing season. Several of the faith based groups that provide these services will have their own plots to grow food for their programs in the coming season at the Newburgh Armory. In Year 2, we anticipate funding for the addition of ten new beds. We have started a waiting list.



Armory Garden, 2011 Season

Looking Forward—A Three Year Plan for Green Urban Land Use

Based on the successes and demands of the pilot garden, this planning project changed focus in the fall from a general highest and best use “green” project to a community asset pairing project. There are several key aspects to put in place for a successful project:

1. City and Land Bank Commitment—to ensure that suitable undeveloped vacant lots are continually converted into vibrant green spaces and community gardens, will take the commitment of the property owners—the City and the Newburgh Community Land Bank. This type of undertaking requires a partnership between the community and these entities to ensure that lots are available and properly insured.

2. Oversight Organization—PathStone or another community organization will take charge of oversight to include: seeking funding and in-kind resources; coordinating garden steward groups; cooperating with City staff; distributing materials, enrolling volunteers, referring participants; and other tasks associated with a broad community garden implementation program. Organizational oversight will include the evaluation of interested community organizations to ascertain which have the capacity and interest to become a “garden steward.”

3. Garden Stewards—no single organization in Newburgh can operate and supervise each new garden and green space in the City. Community organizations such as religious congregations, , schools, youth organizations, and others must contribute by becoming “garden stewards.” Each participating organization will be responsible for one or more sites and will make sure that they are clean and well maintained and operated efficiently. These groups will also bring participants to each site. By coordinating with PathStone or other oversight organization, each garden steward organizations can make sure that the resources needed to operate each site are properly ascertained and obtained. Finally, this oversight will include coordinated communication and outreach, facilitating economic and educational opportunities, and identifying new garden sites as they become available.

With these three commitments, the project can capitalize on the investment and trust partner organizations have already built in the community, efficiently help the City or Land Bank manage its land resources, and deliver sustainable, improved neighborhood conditions to City residents.

OWNERSHIP

OVERSIGHT

STEWARDSHIP

Year One: Newburgh Garden Corps

With generous support from other partners and donors, and in-kind donations of technical help, PathStone will begin work on several lots in the Census Tract 4 this spring and summer (2012). These parcels will be used to provide summer employment and technical training to four city residents while creating more opportunities for residents and organizations to become involved in gardening and the related community benefits. The following steps will be undertaken in the coming months to implement the first phase of this three phase plan:

1. The Oversight Organization (PathStone) will work with the City of Newburgh to secure a commitment to utilize up to 5 vacant city-owned lots in Census Tract 4.
2. The Oversight Organization will recruit 4 Newburgh Community Garden Corps members and a supervisor who will commit to a 6-week, paid training and work program that will undertake the design and implementation of up to 5 community gardens and green spaces in Census Tract 4. The design may also include phytoremediation plans for any site selected that needs lead or other contaminant abatement prior to becoming a community-used site.
3. The Oversight Organization (PathStone) will identify Garden Stewards through outreach to community assets from the map and inventory generated as part of the Greenway Project. The focus for this recruitment will be on assets within Census Tract 4.
4. The Oversight Organization and the Garden Stewards will work with the Newburgh Community Garden Corps to determine the type and style of garden to be implemented on each selected site.
5. The Garden Stewards and Oversight Organization will determine the scope of education and outreach needed to secure garden participants for the 2012 growing season.
6. A garden launch event will be held for each garden constructed and put into service.

Did you know?

All over the country, Garden Corps programs are helping cities turn blighted urban spaces into thriving green places. Check out the following links to other Garden Corps programs around the nation!

Los Angeles, CA: www.lacorps.org/

St. Paul, MN: www.comdesignctrmn.org/east_side_garden_corps.php

Cleveland, OH: www.cb garden.org/green_corps.html

Year Two - "Missing Teeth"

Many of the City-owned vacant lots identified in the survey process as "missing teeth" in the row houses lining Newburgh's neighborhoods. As a result, many have poor qualities for community garden sites—poor light, high lead levels, poor visibility, and so on. Similarly, many of these small sites are poor building sites due to their area and other factors. That does not mean that these smaller lots cannot be rejuvenated. Year 2 of the Greenway Plan will be dedicated to the "green" rehabilitation of these lots through continued partnerships with community based organizations to create "pocket parks" that install community amenities such as benches and other seating combined with planting grasses and plants that require little light and low levels of care. In addition, for sites with significant lead issues, a planting program that will remove lead from the soil will be planned. With community attention, these small lots can be revitalizing features for a block.

The actions required will include:

- Meeting with City and Land Bank officials to determine which lots can be assigned to "pocket park" status over the long term;
- Identifying community organizations to act as Garden Stewards;
- Securing supportive funding for implementation, education and training;
- Creating appropriate designs that thoughtfully consider the conditions of each unique site—including phytoremediation where appropriate;
- Funding a second year "Newburgh Garden Corps" program to support implementation.



Photos from Vacant Lot Survey,

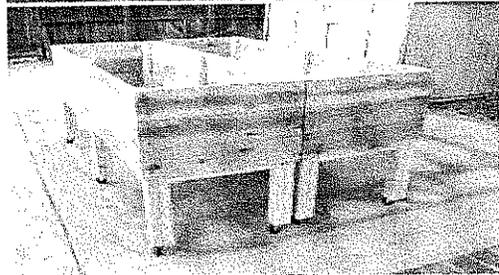
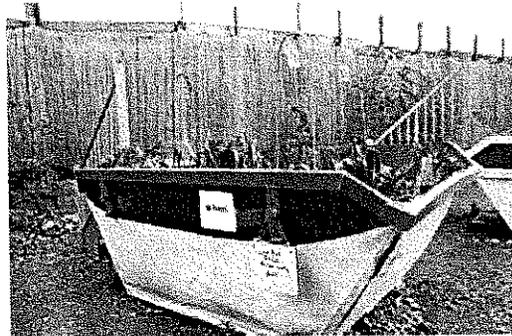
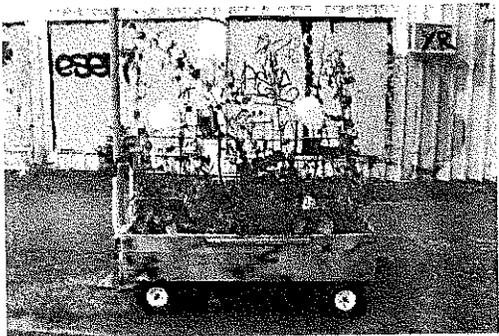
Summer 2011

Year Three: Moveable Gardens

With constantly evolving plans for revitalization both in and out of the Land Bank area, it is difficult to ascertain which vacant lots will be designated for development in coming years. As interest in neighborhood rehabilitation grows, so will actual building construction on presently vacant lots. While this redevelopment will take many years, it will eventually result in the loss of some spaces suitable for gardening—both private and public. Year 3 will be dedicated to the creation of “moveable gardens.” These beds can be installed on lots intended for eventual development and as development occurs, the beds can be moved to new strategic locations throughout the City to ensure that all vacant blighted lots are brought to life.

The actions required will include:

- Meeting with City and Land Bank officials to create a flexible framework for efficiently implementing “moveable gardens”;
- Identifying community organizations to act as Garden Stewards for flexible or variable sites over a period of years;
- Securing supportive funding for implementation, education and training;
- Creating appropriate adaptable, transportable bed design;
- Funding a third year “Newburgh Garden Corps” program to focus on the design and creation of an inventory of moveable garden beds.
- Evaluate progress and successes of 3-year plan, identify community needs, and generate future plan.



Model Movable Garden Beds

RESOLUTION NO.: 59 - 2012

OF

APRIL 23, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LICENSE AGREEMENT WITH
THE GREATER NEWBURGH PARTNERSHIP, INC.
TO ALLOW CLEANING AND GREENING ACTIVITIES
ON THE CITY-OWNED PROPERTY KNOWN AS
122 LANDER STREET, SECTION 18, BLOCK 10, LOT 3

WHEREAS, The Greater Newburgh Partnership, Inc. ("GNP") is a non-profit organization created for the improvement of the City of Newburgh, the greater Newburgh area and its many stakeholders; and

WHEREAS, the City of Newburgh is the owner of real property located at 122 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 18, Block 10, Lot 3, City of Newburgh, New York; and

WHEREAS, the GNP has offered to provide services to the City by performing cleaning and greening activities for the beautification of 122 Lander Street and requested access to 122 Lander Street to conduct these activities; and

WHEREAS, such access to the property requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with The Greater Newburgh Partnership to allow access to City-owned property known as 122 Lander Street for the purpose of performing cleaning and greening activities.

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and twelve, by and between the GREATER NEWBURGH PARTNERSHIP, INC., with offices at _____ as "LICENSEE"; and the CITY OF NEWBURGH, 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 "LICENSOR";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor on behalf of itself and its employees, agents and contractors in substantially the location and position shown as set forth on the map or plan hereto attached and made a part hereof and bearing the following title:

SCHEDULE "A"

122 Lander Street and more accurately described on the official tax map of the City of Newburgh as Section 18, Block 10, Lot 3.

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, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 122 Lander Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of and to perform "greening" improvements on property owned by Licensor. No improvements other than planting beds, walkways and the installation of a fence surrounding the perimeter of the property may be erected on the premises. The erection of a fence must be in conformance with Chapter 166 of the City Code.

Second: Licensee agrees to do such work and maintain said facilities in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority obtaining any and all permits required thereby. If, in the course of performing such work, Licensee, or any employees, agents, contractors and consultants engaged by Licensee to perform the subject work, find, uncover, identify or otherwise locate asbestos or other hazardous material, Licensee, or employees, agents, contractors and consultants of

Licensee, shall immediately cease and desist from the performance of the subject work and report said findings to the City Manager.

Third: Licensor acknowledges that the use of the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the Licensee granted hereunder.

Fourth: Licensee hereby agrees to defend, indemnify and hold Licensor harmless against any claims, actions and proceedings brought against Licensor due to the negligence of Licensee, in connection with and/or relating to Licensee's use of the premises. Licensee has posted evidence of and shall maintain throughout the term of this License public liability insurance naming the Licensor as additional insured in a minimum coverage amount of One Million (\$1,000,000.00) Dollars.

Fifth: Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall name Licensor as additional insured under insurance coverage concerning Licensee's performance of the tasks referenced herein.

Sixth: This Agreement and the license or privilege term is from _____, 20__ to _____, 20__ and will be subject to renewal on mutual agreement of both parties for additional one (1) year terms each.

Seventh: It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties hold said premises.

Eighth: Without limitation to the general provisions of this Agreement, it is understood and agreed that said facilities shall be installed in substantially the location and position shown in the attachments hereto, and in accordance with details and specifications as set forth on map or plan hereto attached and hereby made a part hereof.

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By:

Richard F. Herbek, City Manager

GREATER NEWBURGH
PARTNERSHIP, INC.

LICENSEE

By: _____

President

SCHEDULE "A"

<u>ADDRESS</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
122 Lander Street	18	10	3

RESOLUTION NO.: 60 - 2012

OF

APRIL 23, 2012

A RESOLUTION APPOINTING LISA WHITESIDE, JANNIFER MURCHISON, ROXIE ROYAL AND JANELLE M. CLEARY, PASTOR RONI AUSTIN, BRENDA McPHAIL, SHEILA MONK AND FANETT TALLEGRAND AS CIVILIAN MEMBERS OF THE POLICE COMMUNITY RELATIONS ADVISORY COUNCIL

WHEREAS, Chapter 72 of the Code of Ordinances of the City of Newburgh provides for a Police Community Relations Advisory Council; and

WHEREAS, many citizens have expressed their interest in donating their time and efforts to the Police Community Relations Advisory Council, and well-qualified persons have been identified as appropriate appointees thereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individuals be and are hereby appointed as civilian members of the City of Newburgh Police Community Relations Advisory Board for a term beginning retroactively to April 1, 2012 and ending March 31, 2014.

Lisa Whiteside
Jannifer Murchison
Roxie Royal
Janelle M. Cleary
Pastor Roni Austin
Brenda McPhail
Sheila Monk
Fanett Tallegrand

RESOLUTION NO.: 61 - 2012

OF

APRIL 23, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH VIRTUAL TOWN HALL HOLDINGS, LLC
TO PROVIDE DESIGN AND DEVELOPMENT IN CONNECTION WITH
THE CITY OF NEWBURGH WEBSITE AT A COST OF \$12,745.00
AND SUPPORT SERVICES AT A COST OF \$4,250.00 ANNUALLY

WHEREAS, the City of Newburgh has established and maintains a website and wishes to upgrade the design and layout; and

WHEREAS, the City has received a proposal from Virtual Town Hall Holdings, LLC to provide design and development services for such upgrade; and

WHEREAS, the cost for the design and development upgrade services shall be \$12,745.00 and the cost for the annual maintenance agreement shall be \$4,250.00; and

WHEREAS, the funding for such services shall be derived from a source outside the City; and

WHEREAS, a copy of such proposed License and Service Agreement with a term of three years is attached hereto; and

WHEREAS, this Council has reviewed such agreement and has determined that entering into the same 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 Manager be and he is hereby authorized to execute an agreement with Virtual Town Hall Holdings, LLC to provide design, development and support services in connection with the City of Newburgh Website.



License & Service Agreement

Date: April 6, 2012
Client: City of Newburgh, NY
Address: 83 Broadway, Newburgh, NY 12550
Key Contact: Glenn Kurcon
Phone: 845-569-7324

Virtual Town Hall Holdings, LLC, d/b/a Virtual Towns & Schools (VTS) will provide the services as outlined in Exhibit A, attached.

Terms of Agreement

1. This agreement shall be for a three (3) year period and shall then renew automatically, year-to-year, unless terminated by either party.
2. After the initial term, either party may terminate the Annual Support and Hosting Services by providing the other party with at least 60 days written notice prior to the renewal date.
3. Client may terminate this agreement at any time if VTS is found in default of any obligation defined within this agreement which has not been cured within thirty days after receipt of written notice of such default.

Intellectual Property & Ownership

4. This agreement is not a sale of the VTS Content Management System (CMS) and its associated applications and modules. VTS provides a right of use to the client during the period of this agreement. Rights are non-transferable.
5. The Client will own the graphic designs and web content that are incorporated into the CMS; ownership assumes all invoices for development have been paid by the Client.
6. Upon termination of this agreement, Client may request a complimentary electronic copy on CD of the web content.
7. Regarding the VTS CMS, Client may not: a). license, sublicense or in any way commercially exploit or make it available to any third party, b). make derivative works based upon it, c). reverse engineer or access it in order to build a similar product, copy features or functions, or share it with third parties.

Keeping You Ahead of Rising Expectations

8. The VTS name, the VTS logo, and the products and modules associated with these services provided are trademarks of VTS, and no right or license is granted to use them.

Billing & Payment Terms

9. The contract includes two types of costs: one-time charges for design/development and annual charges for hosting/maintenance/support. One-time charges will be evenly split between two 50% payments – 50% deposit billed upon execution of this agreement and final 50% billed upon completion of on-site user training. The first year annual services costs are due four months after the signing of this agreement or upon project Go-Live, whichever is sooner. Invoices are due and payable upon receipt.
10. The Client shall only pay those expenses which are specifically defined in this agreement or defined in writing and approved as an addendum to this agreement.
11. Annual Support & Hosting Services invoicing may be prorated in order to align with the Client's fiscal year.
12. If future funding cannot be obtained to continue Annual Hosting & Support Services, this agreement may be terminated immediately upon written notice by the Client to VTS. Any outstanding invoices or future planned billing for the initial Design & Development Fees will remain the responsibility of the Client and immediately due to VTS.
13. If the Client's account exceeds 90 days past due, the web service may be temporarily removed from service until the Client's account is made current. Client will be given 30 days notice prior to any removal of the website for non-payment.

Marketing

14. Client agrees to allow VTS to place a small link at the bottom of their webpages titled "Virtual Towns & Schools Website".
15. Client agrees to allow VTS to include a reference(s) to the Client's website on the VTS corporate website. This may include a mention of the Client, a picture of the Client's home page, and/or a case study of the Client's project.

Indemnification

16. To the extent allowed by law, VTS agrees to indemnify and hold Client harmless from any and all claims for bodily injury, death, personal injury and property damage and for any other expenses (including attorney's fees) which arise out of services provided by VTS occasioned by the negligence, errors, or other wrongful act or omission of VTS employees, agents, or volunteers.
17. To the extent allowed by law, Client agrees to indemnify and hold VTS harmless from any loss, damage, cost or expense that may incur as a result of the negligence or willful misconduct of Client in connection with its performance or failure of performance hereunder or from any claim that Client's performance hereunder violates or is contrary to any banking or related law or regulation.

Force Majeure

18. Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but

the failure or delay must be beyond its control and without its fault or negligence.

Miscellaneous

- 19. At all times and for all purposes hereunder, VTS is an independent contractor and not an employee of the Client.
- 20. Any and all modifications of the services and/or terms of this agreement, shall be accomplished by an amendment, which must be approved in writing by both parties.
- 21. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

City of Newburgh, NY
83 Broadway
Newburgh, NY 12550

Virtual Town Hall Holdings, LLC
4 Clock Tower Place, Suite 400
Maynard, MA 01754

(Signature) (Date)

Millard Rose
President

Name

(Date)

Title

Exhibit A

**One Time Charges: Design & Development
Newburgh, NY**

Cost:

Phase 1: Website Design

- On-site Strategic Design Meeting
- Create Site Homepage Design & Layout
- Create Subpage Design & Layout
- Modify Design with Client Input until Approved

Phase 2: Site Implementation

- Identify Global Navigation, Cascading Navigation & Related Links
- Implement Design within VTS Content Management System
- Create Department/Board Home Pages
- Load VTS Departmental "Best Practices"

Phase 3: Content Development *

- Two Days of On-site Department Planning Meetings
- Implementation of Department-Specific Requested Modules
- Migrate All Existing Web Pages as Identified by Client *
- Create All New Pages to Support New Content Developed by Client

Phase 4: User Training

- Two Days on On-Site User Training Sessions, including Separate Sessions for Site Administrator and Group Admins

Phase 5: Website Deployment

- Final Site Review and Link Checking
- Install & Activate Related Modules
- DNS Activities
- Assistance in Marketing Your New Site to the Community

Total "One-Time" Charges for Project:

\$12,745

* (1) All content provided by client during implementation must be in mutually agreed electronic form.

Annual Charges: Support & Hosting Services Newburgh, NY

Hosting

- Secure Hosting in Time Warner Data Center
- Shared Web/SQL Server
- Redundant ISP
- 24/7 Monitored Facility
- Redundant Power Supplies with Backup Generator
- Daily Backups
- 99.999% Uptime
- Intrusion Detection & Prevention

Support

- 24/7 Emergency Support
- 10 Designated Support Users
- Unlimited User Support, 9 am to 5 pm, Monday – Friday
- Personnel Dedicated Solely to User Support
- Same Day Response (24 Hour Window)
- Online Training Documentation
- Monthly User Tutorials

CMS Application & Modules

- Annual CMS Usage License
- Periodic CMS Upgrades
- Core Drupal Upgrades, as Applicable
- Periodic Module Upgrades
- Install Service Patches, as Applicable

Total Annual Cost:

\$4,250

Cost per Each Additional Supported User: \$150 per year

* Annual expense is a 12 month charge commencing on initial GO Live date; expense may be pro-rated to match fiscal year, if desired.

New Content Management System: Core Features & Functionalities

Content Management	Content Management	Constituent Communications
Minutes & Agendas Management	'Review on' Dating	Email Notifications (E-Subscriber)
Schedule Publishing	Schedule Expiration Dates	SMS Text Notifications
WebForms Module	Versioning	RSS Feeds
Unpublish/Archive Content	Embed Video	Twitter Integration
Taxonomy (Auto Cross-Link)	Online File Center	Service Requests Forms
WYSIWYG Editor	Quick Links	"Share This Page"
Dept/Board Specific Calendars	Protected Email Addresses	Ask the Selectmen/Council
Calendar/Agenda Integration	FAQs	Urgent Alert Banners
File Uploads	Audit Trail/History Log	Jobs Postings
Robust Search Engine	Dynamic Breadcrumbs	RFP Postings
Auto Cascading Menus	Content Previewing	Two-Way Blogging
Dept/Board Specific News Modules	CAPTCHA Visitor Authentication	Private Comment Forms
Persistent Navigation	Printer Friendly Pages	Mobile Version for Hand-Helds
Design	Image	Administrative
Rotating Mastheads	Image Editor	User Roles & Permission Levels
Dynamic News Modules	Photo Gallery	Traffic Analytics
Urgent News Banners	Slide Shows	Broken Links
Upcoming Meetings Module	Captioning/ALT Text	Domain Name Management
Blended Seasonal Mastheads	Rotating Department Images	Quality Assurance Reports
Cascading Navigation	Image Administration	Complete User History
Multiple Navigation Schemes	Rotating Bulletin Boards	Board Membership Database
WCAG Accessibility Compliant	Text Magnification Options	Page Standardizations

RESOLUTION NO.: 62 - 2012

OF

APRIL 23, 2012

A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
ONDINA TRUNZO AGAINST THE CITY OF NEWBURGH
IN THE AMOUNT OF SEVEN THOUSAND DOLLARS

WHEREAS, Ondina Trunzo brought an action against the City of Newburgh; and

WHEREAS, the plaintiff and the City of Newburgh have reached an agreement for the payment of the settlement in the amount of Seven Thousand (\$7,000.00) Dollars in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorneys are hereby authorized to settle the claim of Ondina Trunzo against the City of Newburgh in the total amount of Seven Thousand (\$7,000.00) Dollars and that City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

RESOLUTION NO.: 63-2012

OF

APRIL 23, 2012

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS
TO BEGIN CONVERTING ACTIVE CODE COMPLIANCE PROPERTY FILES
TO ELECTRONIC FORMAT

WHEREAS, the "Laserfiche" system provides for standardization of document and electronic record filing, as well as thorough key-word searching and expedited retrieval; and

WHEREAS, by Resolution No. 27-1012 of February 28, 2012, the City Council authorized the City Manager to apply for and accept if awarded NYS Local Government Records Improvement Fund (LGRMIF) grant for the electronic document scanning and filing system "Laserfiche" through General Code Publishers in connection records located in the Code Compliance Bureau; and

WHEREAS, the Code Compliance Bureau has approximately 7,000 active property files which need to be reviewed and prepared for conversion and the Certificates of Occupancy scanned in advance of receiving the LGRMIF grant; and

WHEREAS, the initial file review and preparation and the scanning of the Certificates of Occupancy will be performed by an independent contractor at a cost not to exceed \$2,200.00; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute a vendor services agreement same form annexed hereto and subject to approval of the Corporation Counsel with such other terms and conditions as Counsel may require, for the preparatory work to convert the active Code Compliance property files to electronic format in an amount not to exceed \$2,200.00; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that Resolution No: 238-2011, the 2012 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A1900 Special Items	\$2,200.00	
1990 Contingency		
A1460 Records Management Program		\$2,220.00
0448 Other Services		

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2012, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and _____, having an address of _____, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning _____, 2012 and ending _____, 2012.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set

forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR 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. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, 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 CITY, nor any person whose salary is payable, in whole or in part, by the CITY, 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 Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief that the prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an

independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary

to pay VENDOR'S employees for past service.

ARTICLE 10. BOOKS AND RECORDS

VENDOR 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 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY 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 CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request.

ARTICLE 13. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially,

and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 14. TERMINATION

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

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

ARTICLE 15. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 16. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manger of the CITY, but most instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES 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 such SERVICES are rendered.

ARTICLE 18. 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, including Schedules A and

B, which supersede any other understandings or writings between or among the parties.

ARTICLE 19. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

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

THE CITY OF NEWBURGH

VENDOR

BY: _____

BY: _____

CITY MANAGER

NAME:

TITLE:

DATE: _____

DATE: _____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

CHERYL A. GROSS
City Comptroller

SCHEDULE A

SCOPE OF SERVICES

1. The Vendor shall perform the duties and responsibilities as described herein.
2. The Vendor shall report to the Records Management Officer (RMO).
3. The Vendor shall work under the supervision of the RMO and Code Compliance staff on the active property files.
4. The Vendor shall work with the RMO to assess project management, scope, and cost extent of a comprehensive Laserfiche conversion project, evaluating the relevant building permit, violation, & inspection documents in over 7,000 active property folders as per the New York State Archives Records Retention MU-1 Schedule, the components of Laserfiche software, and the needs of all departments who will be accessing same.
5. The Vendor shall remove and scan each file's Certificate(s) of Occupancy (CO), and use Laserfiche software to process, insert metadata, and index, returning each CO to the correct folder, correcting such input as is necessary after review by RMO and Code Compliance staff.

SCHEDULE B

FEES AND EXPENSES

The City shall pay Vendor at a rate of Fifteen (\$15.00) Dollars per hour for four (4) weeks, not to exceed \$2,200.00.

RESOLUTION NO.: 64-2012

OF

APRIL 23, 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 A09771
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 09771, to authorize the City of Newburgh to establish an administrative tribunal to hear and determine parking, standing and stopping violations.

RESOLUTION NO.: 52 - 2012

OF

APRIL 23, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH WORKFORCE DEVELOPMENT INSTITUTE AT A COST NOT TO EXCEED \$75,000.00 TO PROVIDE THE NEXT PHASE OF SERVICES IN CONNECTION WITH NEWBURGH BUILDS NEWBURGH PROGRAMS TO SERVE LOW INCOME FAMILIES AND PERSONS WITH IDENTIFIED BARRIERS TO EMPLOYMENT

WHEREAS, by Resolution No. 185-2011 of September 12, 2011, the City Council of the City of Newburgh authorized the City Manager to execute a contract with the Workforce Development Institute (hereinafter "WDI") to recruit and hire a Program Coordinator, establish a 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 initial contract for the first phase of such services was effective through December of 2011 and by Resolution No. 18-2012 of February 14, 2012, the City Council extended the term of this contract to April 30, 2012; and

WHEREAS, WDI has completed the initial phase of the project and is ready to begin the next phase of the project with the delivery of services as set forth in Schedule "A" of the contract annexed hereto; and

WHEREAS, such service delivery shall be provided at a cost not to exceed Seventy-Five Thousand and 00/100 (\$75,000.00) 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 agreement for the next phase of this project 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 the next phase of services in connection with Newburgh Builds Newburgh Programs to serve low income families and persons with identified barriers to employment.

CONTRACTUAL AGREEMENT

THIS AGREEMENT ("Agreement") made this _____ day of April 2012, 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

WHREAS, 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;

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 seventy-five thousand dollars (\$75,000) 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 develop additional program services and deliverables for identified participants which may

amendment and increase to the original amount of reimbursement money. Each party will to the cost of additional services (to include but not limited to assessment, tuition, fees, materials and employment support services) prior to undertaking any additional work by 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 hereto and no prior writings, conversations or representations of any nature shall be

vary the provisions hereof. This Agreement may not be amended in any way except by a duly executed by both parties hereto.

8) The Agreement shall be effective upon execution through April 30, 2013. 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: _____

Ed Murphy, Executive Director
Workforce Development Institute, Inc.
Date: _____

Exhibit A

Scope of Work (revised 4/20/2012)

1. Work closely with the NBN Steering Committee designated partner organizations and agencies to plan, monitor, and implement the project.
2. Work collaboratively with the NBN Steering Committee and designated partner organizations and agencies to coordinate resources and meet the goals as set forth by the WDI Program Coordinator.
3. By May 31, 2012 develop a Memorandum of Understanding which specifies how partner agencies will collaborate with the City, NBN team, and WDI Program Coordinator. This Memorandum of Understanding will document the "protocol" by which these partner agencies will interact (i.e. each partner agency will commit to no less than 75% attendance rate for all NBN meetings by their Executive Director or his/her designee whom has a decision making capacity).
4. By June 30, 2012 secure letters of support and signed memos of understanding with fifteen (15) of the major vocational services providers serving the Newburgh area. Signed memos of understanding provide the City of Newburgh with a list of local vocational services providers that have committed to the Real Jobs NY model.
5. By July 31, 2012 hold at least one joint session with the coalition members and the NBN team to review goals for dates and numbers of individuals served for the period ending April 30, 2013.
6. In accordance with Community Development Block Grants deliverables, over 20 low income residents will be integrated back into the workforce.
7. Provide detailed progress reports as needed, but at least quarterly to the City manager on program progress.
8. Work with the NBN team and the City Planning staff to identify funding sources for continuing service delivery beyond April 2013.
9. Assist the Planning and Development Department in the facilitation of Section 3 compliancy.
10. Interact with local industry to facilitate the employment of city of Newburgh residents.

11. By April 2013, the development of a data base of local service providers that will include information such as: program names, locations, the type of programming, the population served, the funding source, the cost of services for residents, and how many individuals are served on a yearly bases.