

RESOLUTION NO.: 105 - 2013

OF

AUGUST 19, 2013

A RESOLUTION AUTHORIZING THE
EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY
LOCATED AT 34 CARTER STREET (SECTION 22, BLOCK 2, LOT 26)
SOLD AT PRIVATE SALE TO STACEY BURKS

WHEREAS, the Council of the City of Newburgh, New York, by Resolution No. 16-2013 of January 14, 2013, authorized the sale of 34 Carter Street (Section 22, Block 2, Lot 26) to Stacey Burks; and

WHEREAS, Mr. Burks resides at said premises; and

WHEREAS, the Council of the City of Newburgh, New York, by Resolution No. 80-2013 of April 8, 2013, authorized an extension of time to close until June 13, 2013; and

WHEREAS, Mr. Burks is now requesting an additional of time to close due to unforeseen circumstances in obtaining the necessary funds for the purchase price; and

WHEREAS, this Council has determined that granting the requested extension would be in the best interests of the City of Newburgh and the future homeowner;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to close title for the property located at 34 Carter Street is hereby authorized and that the closing shall take place on or before October 19, 2013, that date being sixty (60) days from the date of this Resolution.

RESOLUTION NO.: 1166 - 2013

OF

AUGUST 19, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH A LICENSED APPRAISER
FOR PROFESSIONAL APPRAISAL SERVICES IN CONNECTION WITH
THE SALE OF CITY-OWNED PROPERTIES

WHEREAS, the City of Newburgh has acquired title to several parcels of real property;
and

WHEREAS, pursuant the City Charter and New York State law, the City may sell real
property-acquired but not required for public use; and

WHEREAS, it is in the best interests of the City to obtain the best purchase price in the
sale of such real property; and

WHEREAS, to obtain the best purchase price for the sale of City-owned real property, it
is necessary and appropriate to retain licensed appraiser;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh,
New York that the Interim City Manager be and he is hereby authorized to enter into an
agreement with such terms and conditions as Corporation Counsel may require as necessary and
appropriate under law, same as being in the best interests of the City of Newburgh with a
licensed appraiser to prepare appraisals of City-owned real property.

RESOLUTION NO.: 167-2013

OF

AUGUST 15, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH
THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK
TO DEVELOP AN INTERACTIVE WEBSITE SHOWING A MAP OF ABANDONED
PROPERTIES IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh wishes to enter into an agreement with The Research Foundation for the State University of New York acting on behalf of the State University of New York College at New Paltz and their Center for Research, Regional Education and Outreach (CRREO) for the development of an interactive website showing a map of abandoned properties in the City of Newburgh; and

WHEREAS, the Project Manager at SUNY New Paltz will direct student resources and utilize his own expertise and skills to carry out a Project as described in Schedule A of the annexed Agreement; and

WHEREAS, the term of this Agreement shall expire on October 31, 2013 unless extended and the total cost for the project is \$11,804.00 and will be funded through the Smart Growth Grant awarded to Orange County; and

WHEREAS, the City of Newburgh and the County of Orange have determined it is necessary to develop this data to complete the requirements of the Smart Growth Project; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into the attached Agreement with the Research Foundation for the State University of New York for the development of an interactive website showing a map of abandoned properties in the City of Newburgh.

AGREEMENT BETWEEN
THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK
AND
CITY OF NEWBURGH

This Agreement ["Agreement"] made by and between **THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK**, a nonprofit, educational corporation organized and existing under the laws of the State of New York with its principal offices located at 35 State Street, Albany, New York 12207-2826, hereinafter referred to as "Foundation," acting on behalf of the State University of New York College at New Paltz and their Center for Research, Regional Education and Outreach (CRREO), and the **CITY OF NEWBURGH**, with its principal offices located at 83 Broadway, Newburgh, NY, 12550, hereinafter referred to as "Commission".

WITNESSETH:

WHEREAS, Foundation agrees to use its best efforts to **develop an interactive website showing a map of abandoned properties in the city of Newburgh**, herein referred to as the "Project", as described in the Scope Work attached hereto as Exhibit A and made an integral part of this Agreement.

The Project Manager at SUNY New Paltz will be **Joshua Simons**, who will direct student resources and utilize his own expertise and skills to carry out a Project in accordance with the schedule set forth in Exhibit A.

James Slaughter, Interim City Manager, will serve as the primary contact for the Commission.

The term of this Agreement shall be from **July 1, 2013 to October 31, 2013** unless extended or terminated as provided hereunder.

This Agreement may be terminated by either party, with or without cause by giving thirty (30) days written notice to the other party. The thirty (30) days written notice period shall commence on the date contained within the written notice to the affected party.

Both parties agree, to the fullest extent permitted by law, to indemnify, hold harmless and defend the indemnified parties and its directors, officers, employees, consultants, agents and representatives against all claims, including claims of third parties, causes of action, damages, losses or expenses, including without limitation attorneys' fees, arising out of or resulting from this Agreement or any action arising hereunder; provided, the indemnified party's actions are not based upon negligence or willful misconduct.

Total funding for the project will be \$11,804. Payments will be made by the Commission to the Foundation upon submission of invoices according to the following schedule:

Payment #1:	\$3,935	upon execution of this agreement
Payment #2:	\$3,935	due on August 31, 2013
Payment #3:	\$3,934	due on October 31, 2013

All payments shall be made payable to The Research Foundation for the State University of New York (Tax ID#: 14-1368361) and forwarded to 35 State Street, Albany, NY 12207, Attn: Cash Receipts – SUNY New Paltz.

Signed _____

James Slaughter
Interim City Manager
City of Newburgh

Date _____

Signed _____

Justine Gordon
Associate Director, Grants and Contracts Administration
Research Foundation for the State University of New York

Date _____

EXHIBIT A

Scope of Work

City of Newburgh Integrated Data Map:

The Website: The City of Newburgh seeks to collect data from various sources on the vacant properties within its boundaries, evaluate this data and make it more accessible for policy development and implementation. Currently information is compiled in excel spreadsheets.

Using these spreadsheets, the Center for Research, Regional Education and Outreach at SUNY New Paltz will create a searchable online database and an interactive map. Queries of this data base will be possible based on each property's section, block and lot number (SBL), street address, or any other attribute field. The resulting web application will be hosted on a web site created for the City of Newburgh; it will use a Google Maps interface embedded in a Joomla content management system.

The individual parcels will also be selectable on the interactive map, which will display a summary of information for the property, and a link to an individual page which will contain all of the data collected for that property. The properties on the map will be displayed as toggle-able overlays. Depending on the preference of the City, the individual selectable layers may be separated in a number of ways, for example by ownership and manner in which the property is identified as vacant, or by street or neighborhood. These layers may be displayed simultaneously, and in any combination. The map will also include a layer which displays public transportation routes, a layer that displays parks and open spaces, a layer designating historic districts, and a layer identifying the Waterfront Redevelopment Program boundary. Ideally property data will be imported into a Google Fusion Table, allowing for the map itself to be searchable. Barring that, the search function will be indexed to the data on the individual pages for each property.

Number of Properties: The data collected by the City includes information on some 748 properties. All of these properties will be included on the map, and have an associated page on the site to display the data.

Zoning Changes: In anticipation of zoning changes in the Spring of 2014, CRREO will update the zoning field for the included properties when the changes go into effect.

Presentations: CRREO will present and demonstrate the capabilities of the web site at a community launch in October 2013, and at a regional conference on December 6th, 2013.

CRREO will complete the web site by 9-30-2013 for a cost of \$11,804.

City of Newburgh Vacant Properties Map Site Timeline					
#	Task	Measurable Outcome	July	August	September
1	Geocode Addresses				
2	Import Data into ArcGIS				
3	Convert Data into Web Friendly Format				
4	Design Site Template				
5	Create Google Maps KML's				
6	Integrate Data and Map Into Website				
7	Go Live				

RESOLUTION NO.: 1608 - 2013

OF

AUGUST 19, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND TO ACCEPT IF AWARDED A GRANT IN AN AMOUNT
NOT TO EXCEED TWO MILLION DOLLARS
FROM THE DEPARTMENT OF HOMELAND SECURITY UNDER THE
STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE PROGRAM
("SAFER") TO PROVIDE FUNDING TO HIRE FIFTEEN (15) FIREFIGHTERS
IN THE CITY OF NEWBURGH FIRE DEPARTMENT
WITH NO CITY MATCH REQUIRED

WHEREAS, the City of Newburgh Fire Department has expressed an interest in applying for funds available from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program; and

WHEREAS, the Fire Department has proposed an application for said grant in an amount not to exceed Two Million (\$2,000,000.00) Dollars; and

WHEREAS, said grant does not require any funding match by the City of Newburgh; and

WHEREAS, said grant, if awarded, will support the well-being and safety of our community and enhance community protection from fire; and

WHEREAS, if awarded, such funding will be used to hire fifteen (15) firefighters within the City of Newburgh Fire Department for two years; and

WHEREAS, it is deemed to be in the best interests of the City of Newburgh and its citizens to apply for and accept such grant if awarded;

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 such documents and to take any necessary and appropriate actions to apply for and to accept if awarded a grant in an amount not to exceed Two Million (\$2,000,000.00) Dollars from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program to provide funding to hire fifteen (15) firefighters in the City of Newburgh Fire Department with no City match required.

RESOLUTION NO.: 169 - 2013

OF

AUGUST 19, 2013

A RESOLUTION AUTHORIZING THE CITY OF NEWBURGH FIRE DEPARTMENT
TO BECOME A PARTICIPATING AGENCY IN THE
NEW YORK TASK FORCE - 2 SEARCH AND RESCUE TEAM
(UTSAR TEAM)

WHEREAS, the City of Newburgh recognizes the need to prepare for natural and man-made disasters and recognizes the need for trained technical rescue specialists; and

WHEREAS, the New York State Department of State Office of Fire Prevention and Control provides the coordination, funding, training and administrative support for New York Task Force-2 Search and Rescue Team (UTSAR Team); and

WHEREAS, the UTSAR Team is an urban search and rescue team formed, pursuant to General Municipal Law § 209-bb, to provide qualified rescue specialists and specialized rescue equipment readily available for rapid assembly and deployment to the scene of an emergency; and

WHEREAS, the UTSAR Team members have received specialized training and equipment to respond to specialized technical rescue situations; and

WHEREAS, the City of Newburgh desires to continue its membership on the UTSAR Team and supports the participation of its employees in the training and deployment of the UTSAR Team;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that employees of the City of Newburgh Fire Department are authorized to act on behalf of the City of Newburgh by participating as members of the UTSAR Team and to complete and maintain the necessary training and deployment of the UTSAR Team under the coordination of the New York State Department of State Office of Fire Prevention and Control; and

BE IT FURTHER RESOLVED, that, in accordance with the applicable provisions of General Municipal Law § 209-bb, the City of Newburgh agrees to provide defense and indemnification coverage pursuant to Public Officers Law §18 and/or other defense and indemnification coverage provided by the City of Newburgh and workers compensation coverage pursuant to applicable provisions of the Workers Compensation Law employees while participating on the UTSAR Team.

RESOLUTION NO.: 170 -2013

OF

AUGUST 19, 2013

A RESOLUTION AMENDING RESOLUTION NO. 135-2013 OF JULY 15, 2013
WHICH AUTHORIZED THE INTERIM CITY MANAGER
TO EXECUTE VENDOR SERVICE AGREEMENTS WITH
VARIOUS SERVICE PROVIDERS IN CONNECTION
WITH THE CLOSEOUT OF THE TWENTY FIRST CENTURY GRANT PROGRAM

WHEREAS, by Resolution No.: 135-2013 of July 15, 2013, the City Council authorized the Interim City Manager to execute Vendor Service Agreements with MTD Consultants and Eric Buxton for an amount not to exceed \$8,000.00 for the closeout of the Twenty First Century Grant Program; and

WHEREAS, it has been brought to our attention that there will be additional services which will be provided by Eric Buxton in the amount of \$1,000.00 and the annexed Vendor Services Agreement has been amended to reflect the contract amount of \$5,000.00 as the amount previously awarded was \$4,000.00; and

WHEREAS, the Council has reviewed the attached Amended Agreement and has determined that it is in the best interest of the City of Newburgh and its residents expend such funds to close out said grant program;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager be and he is hereby authorized to execute the Amended Vendor Service Agreement with Eric Buxton at a cost not to exceed \$5,000.00 in connection with the closeout of the Twenty First Century Grant Program.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2013, 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 **Eric Buxton**, a firm with principal offices at PO Box 1931, Newburgh, NY 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").

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual

property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning July 1, 2013, and ending September 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.

A not-to-exceed cost of \$5,000.00 has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

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.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

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.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums

otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 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. 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.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right

to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 14. 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.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

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 by this Agreement.

ARTICLE 15. 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 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:

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.

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. 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 must 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 20. 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 21. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such

falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 22. 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 23. 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: _____
JAMES SLAUGHTER,
CITY MANAGER

BY: _____
ERIC BUXTON

DATE: _____

DATE: _____

SCHEDULE A
SCOPE OF SERVICES

Scope of Work:

Closeout the 21st Century CLC program for the City of Newburgh effective July 1 - September 30, 2013.

**SCHEDULE B
FEES AND EXPENSES**

**Contract Duration: July 1, 2013- September 30, 2013
Contract Amount \$5,000.00**

Approved as to form:

**MICHELLE KELSON
Corporation Counsel**

**KATHERINE NIVINS
Acting city Comptroller**

SCHEDULE A
SCOPE OF SERVICES

Scope of Work:

Closeout the 21st Century CLC program for the City of Newburgh effective July 1- September 30, 2013.

RESOLUTION NO.: 171 - 2013

OF

AUGUST 19, 2013

RESOLUTION AMENDING RESOLUTION NO: 223-2012,
THE 2013 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$6,500.00 FROM INDEPENDENCE DAY
TO WATERFRONT/INTERNATIONAL FESTIVAL
TO COVER ANTICIPATED EXPENDITURES

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

		<u>Decrease</u>	<u>Increase</u>
A.7550	Independence Day .0750	\$ 6,500.00	
A.7550	International Festival .0754		\$ 6,500.00

RESOLUTION NO.: 173 -2013

OF

AUGUST 19, 2013

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THE WORKFORCE DEVELOPMENT INSTITUTE,
INC. FOR A PORTION OF THE FIRST FLOOR OF 123 GRAND STREET
FOR A TERM OF ONE YEAR

WHEREAS, the City of Newburgh has offered the City-owned premises at 123 Grand Street for rental; and

WHEREAS, the Workforce Development Institute, Inc. (WDI) has expressed an interest in using a portion of said premises to establish a fixed office for its administrative operations while it is assisting the City to develop a business advisory council of local employers to provide employment opportunities for qualified City of Newburgh residents; and

WHEREAS, the term of the license shall be one year and a copy of such license is annexed hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to execute the attached license agreement with the Workforce Development Institute, Inc. for the use of a portion of the second floor of 123 Grand Street in substantially the same form and on the terms and conditions contained in the attached license agreement, including such other terms and conditions as may be deemed appropriate and necessary by the City Manager and /or the Corporation Counsel in order to carry-out the subject transaction.

LICENSE AGREEMENT

This Agreement made this _____ day of _____ 2013, between the CITY OF NEWBURGH, a municipal corporation having its principal offices at City Hall, 83 Broadway, Newburgh, NY 12550 (hereinafter referred to as "LICENSOR" or "CITY) and WORKFORCE DEVELOPMENT INSTITUTE, INC., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal place of business at 96 South Swan Street, Albany NY 12210 (herein referred to as "LICENSEE" or "WDI").

WITNESSETH:

WHEREAS, LICENSOR owns property known as the Grand Street Courthouse, located at 123 Grand Street, Newburgh, New York, hereinafter referred to as the "Premises"; and

WHEREAS, LICENSEE desires the license or privilege of gaining access to a portion of the second floor of the Premises for the purpose of establishing a fixed office for the conduct of operations; and

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

NOW THEREFORE, in pursuance of said Agreement and in consideration of THREE HUNDRED SEVENTY FIVE AND NO/100 (\$375.00) DOLLARS due and payable each month of said Agreement to be paid by LICENSEE to LICENSOR and of the mutual covenant, agreements, conditions, and stipulations herein contained, it is mutually covenanted, stipulated and agreed by and between the parties hereto as follows:

1. PREMISES:

LICENSOR does hereby grant unto LICENSEE use and occupancy of a portion of the second floor of the Premises consisting of approximately 325 square feet for the purpose of establishing a fixed office for the conduct of its business operations according to the terms and conditions as hereinafter provided.

2. TERM:

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

3. CONSIDERATION:

Monthly rent shall be paid on the first day of the license and shall be paid on each monthly anniversary of such date for as long as such license continues. LICENSOR need not give notice each month that rent is due and payable. Rent is to be paid in full when due and not later. The amount of the monthly rent shall be THREE HUNDRED SEVENTY-FIVE AND NO/100 (\$375.00) DOLLARS per month.

4. LIABILITY/INSURANCE:

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

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

5. USE AND OCCUPANCY:

LICENSEE shall use and occupy the Premises in a careful, safe and proper manner, and shall not occupy or use said premises or permit the same to be occupied or used for any purpose or business which is unlawful and shall comply with all lawful requirements of all current laws, ordinances, rules and regulations of all governmental authorities pertaining to the use and occupancy of the Premises. LICENSEE shall not sub-let the premises nor allow it to be used by anyone for any other purpose.

6. IMPROVEMENT AND MAINTENANCE:

A. LICENSOR shall maintain the Premises in good repair and conditions, supply utilities including heat, air conditioning, light, ventilation, sanitation, trash removal during the period of this Agreement.

B. LICENSEE may provide office furniture and equipment necessary and proper for the intended use of the Premises and may make other minor alterations to the Premises which shall be removed upon the termination of this Agreement.

(d) The Licensee is guilty of substantial violation of any provision of this agreement.

LICENSOR, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by seven (7) days notice to the LICNESEE, terminate the agreement with the LICENSEE.

9. ENFORCEABILITY:

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

10. NON-ASSIGNMENT:

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

11. INVALIDITY OF PROVISIONS:

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

12. HEADINGS:

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

13. ENTIRE AGREEMENT:

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

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

(date)

CITY OF NEWBURGH, LICENSOR

By: _____
JAMES A. SLAUGHTER
Interim City Manager

(date)

WORKFORCE DEVELOPMENT INSTITUTE, INC.
LICENSEE

By: _____

APPROVED AS TO FORM:

MICHELLE KELSON
Corporation Counsel

KATHRYN NIVINS
Acting City Comptroller

RESOLUTION NO.: 174 - 2013

OF

AUGUST 19, 2013

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH ART AND JOHN'S AUTO COLLISION TO ALLOW ACCESS TO CITY-OWNED PROPERTY AS A PARKING AND STORAGE AREA FOR VEHICLES, EQUIPMENT AND RELATED MATERIALS DURING THE INSTALLATION OF MONITORING WELLS IN CONNECTION WITH THE ENVIRONMENTAL REMEDIATION OF CITY-OWNED PROPERTY LOCATED AT 210 MILL STREET

WHEREAS, the City of Newburgh has entered into an agreement with the New York State Department of Environmental Conservation for site remediation of 210 Mill Street (Section 43, Block 3, Lot 7.1) in the City of Newburgh under the New York State Brownfields Program; and

WHEREAS, the City of Newburgh has entered into an agreement with First Environment for professional services with regard to the remediation of 210 Mill Street (Section 43, Block 3, Lot 7.1) in the City of Newburgh.

WHEREAS, the First Environment has requested access to properties adjacent to 210 Mill Street for the purposes of installing monitoring wells in connection with the site remediation; and

WHEREAS, the installation of such wells will require Art and John's Auto Collision, located at 86 Bridge Street, Newburgh, New York to relocate vehicles and equipment temporarily to an alternate site during the installation of said monitoring wells; and

WHEREAS, the City has offered the property located at 210 Mill Street as a location for the temporary storage of vehicles and equipment during the installation of said monitoring wells; and

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

WHEREAS, this Council has reviewed such license 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 Interim City Manager be and he is hereby authorized to enter into the attached license agreement with Art and John's Auto Collision to allow access to City-owned property for the purpose of temporary storage of vehicles and equipment during the installation of monitoring wells at 86 Bridge Street in connection with the remediation of 210 Mill Street.

LICENSE AGREEMENT

This Agreement, made this ____ day of _____, two thousand and thirteen by and between 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," and ART AND JOHN'S AUTO COLLISION, a private business organization having an address at 86 Bridge Street, Newburgh, New York 12550 as "LICENSEE";

WITNESSETH THAT:

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

Property identified as lands of the City of Newburgh, 210 Mill Street, Section 43, Block 3, Lot 7.1 on the tax map of the City of Newburgh;

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

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

First: Licensor hereby gives to Licensee and Licensee's employees, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property identified as 210 Mill Street, Section 43, Block 3, Lot 7.1, and taking thereupon such vehicles, equipment and tools as may be necessary and for the use of said property for the storage and parking of vehicles, equipment and materials during that time Licensor's contractors are installing monitoring wells at the property known as 86 Bridge Street, Newburgh, New York, Section 47, Block 1, Lot 13.1 pursuant to the remediation of Licensor's property.

Second: Licensee agrees to park and store such vehicles in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority.

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

Fourth: The Licensee agrees to indemnify and save the Licensor, its officers, agents and employees harmless from any liability imposed upon the Licensor, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee. Licensor agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence,

active or passive, of the Licensor. 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: This Agreement and the license or privilege hereby given shall expire and terminate upon the completion of the installation of work by Licensor and its contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

Sixth: 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 held said premises prior to the granting of this license.

Seventh: Without limitation to the general provisions of this Agreement, it is understood and agreed that said that the parking and storing of said vehicles, equipment and tools shall be performed only in the location of 210 Mill Street, Section 43, Block 3, Lot 7.1, and in accordance with details and specifications as set forth on map or plan hereto attached and hereby made a part hereof.

Eighth: Licensee agrees to give Licensor no less than twenty-four (24) hours advance notice of its intention to enter upon the subject property.

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By:

James A. Slaughter, Interim City Manager

ART AND JOHN'S AUTO COLLISION

LICENSEE

By:

Name:

Title:

RESOLUTION NO.: 175 - 2013

OF

AUGUST 19, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO
EXECUTE AN AGREEMENT WITH RICOH USA, INC.
TO LEASE A RICOH COPIER
AT THE COST OF \$202.27 FOR 36 MONTHS**

WHEREAS, the Parking Violations Bureau wishes to enter into a lease from RICOH USA, INC. for a RICOH MP2352SP copier to provide for copy, print, fax, scan to email and network; and

WHEREAS, the cost of the copier is \$202.27 per month for a period of 36 months which includes both staples and toner; and

WHEREAS, a copy of the proposal is attached hereto; and

WHEREAS, this Council has reviewed such proposal and has determined that entering into a contract upon such terms is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into a lease agreement with RICOH USA, INC. to provide a new RICOH MP2352SP copier for use by the Parking Violations Bureau at the cost of \$202.27 a month for 36 months, such funds to be derived from Budget Line A.1670.0400 with other terms and conditions as Corporation Counsel may require.

RICOH

Departmental Document Solutions Proposal to:



City of
NEWBURGH New York



Presented by: Jim Riker, Major Account Manager

Cell: 845-978-7015 . Fax: 845-220-2294 . Jim.Riker@ricoh-usa.com

Proposal Submitted: July 20, 2013

RICOH
imagine. change.

The Ricoh Difference

Facts about Ricoh...

- Ricoh USA, Inc. is part of a financially stable organization with FY12 annual revenues in excess of \$23 billion
- Number 1 in global market share for MFPs (IDC's *Worldwide Hardcopy Peripherals Tracker*)
- With over 109,000 Ricoh employees worldwide, Ricoh operates in 200 countries
- Ricoh is a two-time winner of the Deming Award for quality; all manufacturing facilities are ISO 9001:2000 certified
- As a leader in environmental stewardship, Ricoh is ISO 14001 certified and has earned multiple awards, including the World Environmental Center (WEC) Gold Medal for its International Achievement in Sustainable Development

There are many reasons why companies choose to partner with Ricoh, including our access to best-in-class technology and the strength of our people and support structure. ***Ultimately, however, customers stay with Ricoh because of our commitment to helping their businesses succeed.***

Helping Our Customers Succeed

At Ricoh, we recognize that if we are to help our customers remain competitive, we must provide the vision and solutions that enable them to:

- Develop Business methodologies that focus on **process improvement** and increased workflow efficiency
- Control or lower the **total cost of ownership** associated with document management processes
- Strengthen collaboration, while maintaining **document security** when sharing information
- Minimize **environmental impact** and partner on "green" document management initiatives
- Provide total **compliance** with regulatory and risk standards

Our People

- Experienced team supported by comprehensive award-winning training
- Accountable for your results

Our team of sales and technical resources are personally committed to bringing the best solution to each individual customer, and we hold them accountable for your results. Our local service professionals average over 17 years' experience and undergo approximately 100 hours of training per year. They work in conjunction with our dedicated systems analysts to concentrate on your digital document needs. Our highly trained and experienced service technicians support specific customers in assigned territories. This process fosters solid relationships and a true understanding of your operations, applications and peak production periods, to ensure maximum responsiveness and uptime.

Our Solutions

- Award-winning technology choices with open architecture, backed by world-class service and support
- End-to-end solutions for all phases of the document lifecycle
- Flexible financing options

Ricoh offers open-architecture products that can be customized for your infrastructure. Leveraging our expertise and network of technology partners, we also deploy software solutions that deliver measurable results. Ricoh provides end-to-end solutions through one of the industry's broadest portfolios of document management services, including on-site and off-site managed services, technical service and support, and customized workflow design and implementation. We also provide flexible financing options to meet your specific needs through a variety of payment and invoicing options.

Our Company

- Support resources of a major international corporation committed to quality, innovation and the environment
- Flexible and responsive localized decision-making

Ricoh USA combines the manufacturing and engineering expertise of Ricoh Company, Ltd.—a global technology innovator—with the experience and reach of our locally based sales and services teams. Our experience has taught us that the people best-suited to make decisions about the services and support offered to our customers are those closest to our clients and their needs. Localized decision-making is a fundamental organizational paradigm. ***Simply put, this process translates into fast, consistent, world-class service for our customers.***

Discounted Co-Operative Purchasing Contract

With the absence of an active NYS Contract, the Ricoh Corporation has actively sourced additional means for our State and Local Government and Not for Profit customers to acquire Ricoh MFP Hardware and Professional Services Software products, at discounted rates.

The Ricoh Corporation was recognized as the sole source provider of MFPs and accompanying Professional Services Software by U.S. Communities; the leading national government purchasing cooperative, providing world class government procurement resources and solutions to local and state government agencies.

The U.S. Communities Program Offers:

Best Overall Supplier Government Pricing – by combining the potential cooperative purchasing power of up to 90,000 public agencies, you are able to access the best overall supplier government pricing.

Quality Brands – thousands of the best brands in a wide variety of categories, services and solutions.

Integrity and Experience – unlike other government cooperative purchasing organizations, U.S. Communities national government purchasing cooperative is founded by 5 national sponsors and over 70 state, city and regional organizations.

Oversight by Public Purchasing Professionals – our third party audits on contracts ensure that program pricing commitments are met, with benchmark analyses against other suppliers and retailers to guarantee participants the best overall value.

With U.S. Communities, you will have access to a broad range of high quality products and services from National Suppliers, at monitored contracted rates, well below Commercial Costs.

To learn more, and/or register to become a U.S. Communities Member, please visit:

<http://www.uscommunities.org/>

City of Newburgh
83 Broadway
Newburgh, NY 12550

Glenn,

Thanks again for taking the time to speak with me regarding the City's document needs. Based on our conversation, I have put together a proposed solution for the new department, that will provide:

- ▶ Discounted Pricing for Procurement of Ricoh Hardware and Service, through the U.S. Communities Contract
- ▶ Copy, Print, Scan, Fax, and Internal Staple Finishing functionality
- ▶ Cost Efficiency, coming in under the requested \$200.00 per Month Budget for the both the Lease and Service

At Ricoh, we have built a solid reputation for providing the best solution for each of our customer's unique requirements. We are able to meet your specific needs by leveraging innovative technology backed by Ricoh's world class service and expertise.

Thank you for giving us the opportunity to present the following proposal. On behalf of your Ricoh team, we appreciate the time you have committed to considering our recommendations. We look forward to serving all of your document needs and increasing your document efficiency.

Sincerely,

Jim Riker
City of Newburgh, Major Account Executive
(845) 978-7015
Jim.Riker@ricoh-usa.com

Reservation of Rights—In response to your request, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the same right. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and our proposed solution. Following bid award, we contemplate that we will both negotiate and sign, in the exercise of good faith, customary definitive agreement(s) to govern our relationship, and provide reasonable assurances of our authority to enter into such agreements. As is customary for transactions of this type, any acknowledgements each of us has made are qualified by the right to negotiate mutually acceptable terms. Our proposal is based upon the information provided by you, and the assumptions made by us in preparing our response. Any changes to information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.



Ricoh MP 2352SP Multifunctional B&W Device

The Ricoh MP 2352SP delivers high-quality B&W Copying, Printing and Faxing, Advanced **Color** and B&W Scanning, Internal Finishing, flexible paper handling, and the latest security features; making it an ideal solution for your low volume output needs.

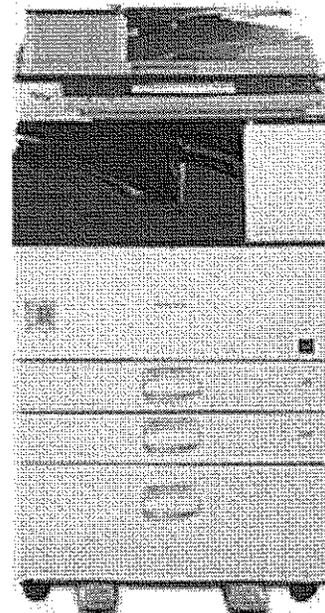
Key Features

- ▶ 23-PPM Output Speed in B&W
- ▶ Automatic Reversing, Duplex Document Feeder
- ▶ 3,150 Sheet Paper Supply
(Supports 5.5" x 8.5" to 11 x 17" paper size and up to 42lb Bond paper weight)
- ▶ Internal Staple Finisher
- ▶ G3 Paper Fax, LAN Fax, and Electronic Fax Forwarding to Email / Folder
- ▶ Scan to Email, Folder and HDD at 50-IPM in B&W and 45-IPM in **Color**
- ▶ Peace of Mind Safety and Security

Power Requirements:
STANDARD 120V – 127V, 60Hz



- ▶ 1GB RAM and 120GB HDD
- ▶ 600 x 600 dpi resolution
- ▶ Energy Star® compliant



Brochure Link - [Ricoh MP 2352SP Brochure](#)

Ease of Use – Simple, User Friendly Navigation

Color MFP Image Mode and Quality Settings

Paper Tray Settings and Status

Frequently Used Reduce/Enlarge Ratios (User Programmable Defaults)

Frequently Used Output Settings (User Programmable Defaults)

Frequently Used Finishing Settings (User Programmable Defaults)

Extended Feature Settings

Batch and Mixed Original Copy Settings

Black & White MFP - Image Mode and Quality Display Settings

Ready
 <Black & White>
 Copies: 0, Quantity: 1, Job: 0
 Auto Color Select, Full Color, Black & White, Text, Photo, Text / Photo, Others
 Auto Paper Select, 1 8½×11, 2 11×17, 3 8½×11, 4 11×17, Bypass
 Full Size, Auto Reduce / Enlarge, 11×15 8½×11, 5½×8½ 8½×14, 9.3%, 100%
 1-sided*2-sided-1st, 2-sided*2-sided, 1-sided*Cover 2-orig, 1-sided*Cover 4-orig
 1 2 → 1/2, 1/2 → 1/2, 1 2 → 1 2, 1 2 → 1 2/3, 1 2 → 1 2/3, Create Margin
 Sort, Stack, Staple
 R R, R R, R R, R R
 Special Original, Finishing, Cover/Slip Sheet, Edit / Color, Dup./Combine/Series, Reduce / Enlarge
 System Status, Job List

Simplified Display Function

Simplified Display to Include Key Color Modification Settings meeting the ADA Requirements for Visual Impaired Employee Usage

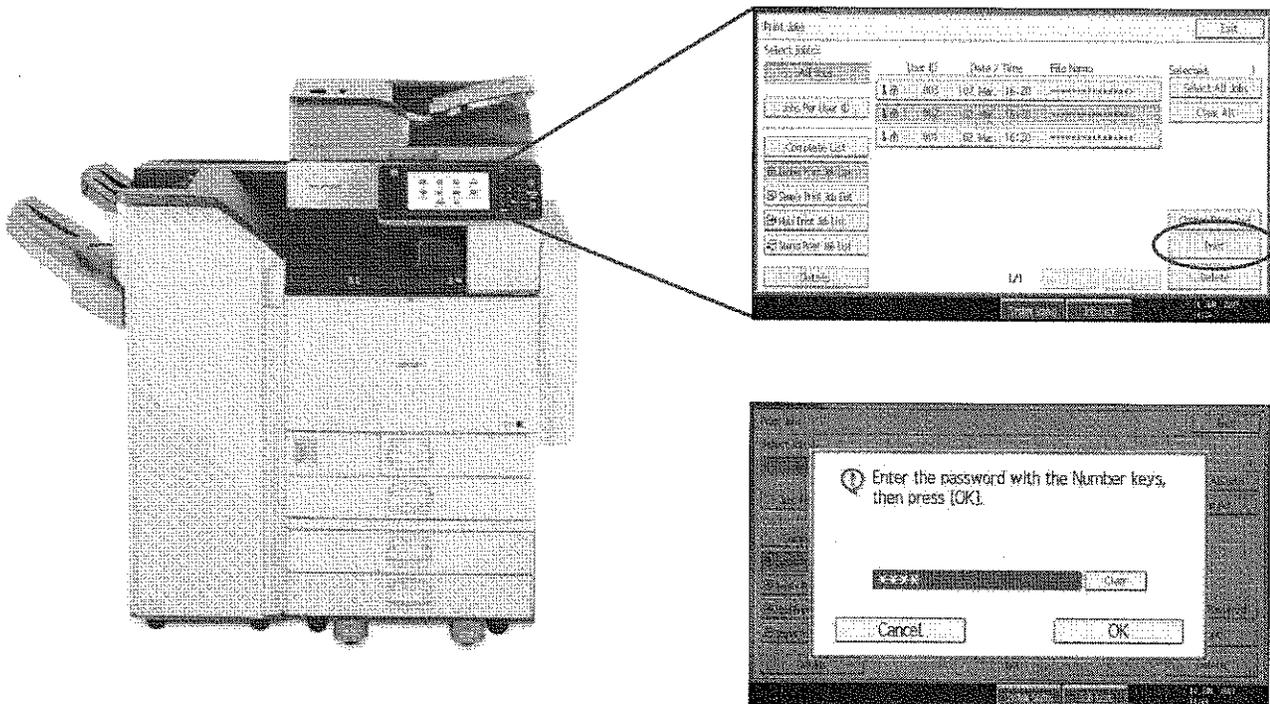
Ready
 Copies: 0, Quantity: 1, Job: 0
 Auto Clr. Select, Full Color, Black & White, Text, Photo, Text / Photo, Others
 Auto Select, Ppr. Select
 Full Size, Auto R/E, 11×15 8½×11, 5½×8½ 8½×14, 100%
 1-sided*2-sided, 2-sided*2-sided, 1-sided*Cover 2-Side, 1-sided*Cover 4-Side
 1 2 → 1/2, 1/2 → 1/2, 1 2 → 1 2, 1 2 → 1 2
 Sort, Stack, Staple
 R R, R R, R R, R R
 Key Color
 System Status, Job List

Document Output Security

The Secure Locked Print feature (standard on Ricoh MFPs) allows network connected, print enabled users to send secure, password protected print jobs to the MFP itself, not the print output trays.

With Secure Locked Print output enabled, users can send multiple, password protected documents to the MFP throughout the day, and only have them printed when they choose to release them. Simply select your document(s) from the print job list on the MFP's Control Panel, and enter the password you created, to print the desired documents.

Now, users never have to worry about sensitive documents sitting in an output tray in a communal area, where they can be viewed, or inadvertently picked up by another user.



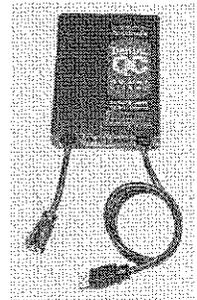
Peace of Mind – Built In System Safety and Security Features

ESP Digital QC Power Filter

Power surges and electrical disturbances can cause damage, reducing the efficiency and reliability of digital machines. These common power problems have been found to cause lockups, software corruption, board failures, system crashes and catastrophic equipment damage. Protect yourself with the ESP Digital QC Power Filter.

Key Features

- ▶ Designed for multi function Copiers, Printers and Scanners
- ▶ Patented 3 Stage filtration and surge protection that eliminates damage caused by power surges
- ▶ UL Listed, FCC Registered, IC Certified, available for all equipment configuration

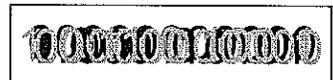


Data Overwrite Security System (DOSS)

To provide enhanced security for Ricoh MFPs and printers, Ricoh offers the Data Overwrite Security System (DOSS). DOSS overwrites the sector of the hard drive used for data processing after the completion of each job at least three times. During the overwrite process, the data is destroyed to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine times. This feature may be used at the end of the life of the equipment, or if the MFP or printer is moved to another department.

Key Features

- ▶ Conforms to NSA and DOD methods for handling classified information
- ▶ Minimum three pass random "1s" and "0s", user selectable to nine times
- ▶ 10 DOSS equipped systems installed at the White House

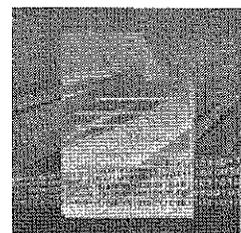


Hard Drive Encryption Unit

Ricoh's Hard Drive Encryption Unit meets the international standard "AES 256 CBC" and provides security for information stored on Ricoh MFPs and printers. In addition to protecting documents, the Hard Drive Encryption Unit helps protect information such as Administrator and User passwords, and Address Books from being viewed or accessed, even if the electronic data or Hard Drive is stolen.

Key Features

- ▶ Encrypts device information rather than destroying it, enabling only authorized users to access the data they need
- ▶ Works in conjunction with Ricoh's DOSS and Secure Locked Print for even greater MFP and printer Hard Drive security



Investment Details

What's Included:

- ▶ Set up and Coordinated installation of Network Print and Scanning functions with your IT Partner
- ▶ On Site Operator Training
- ▶ On Site Service performed by Ricoh Certified Customer Service Technicians, includes all Parts, Drums and Labor
- ▶ Includes all Toner and Staples

Financial Considerations:

(36) Month Lease with Gold Service
Includes 5,000 Images per Month
Quarterly Overage Reconciliation

\$202.27 per Month

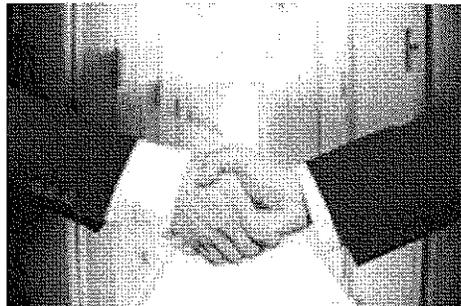
- ▶ *Quarterly Overage Reconciliation provides an Aggregate of 15,000 Images per Quarter*
- ▶ *B&W Overage charges of \$.0089 per image, per Quarter apply*

Please Note: Gold Service Includes both Staples and Toner, as per the U.S. Communities State and Local Government Procurement Contract.

Strength in Partnership

- ▶ Financially stable internal leasing source
- ▶ One Stop Shopping - Single point of contact through your Ricoh sales representative
- ▶ NO Hidden Costs (i.e. down payment, insurance fees, security deposit, documentation fees, etc.)
- ▶ Price Protection - NO escalation clause for equipment
- ▶ NO automatic term renewal provides flexibility at lease end with payments in month-to-month status
- ▶ NO equipment return fees if upgraded with Ricoh
- ▶ Customized Billing - Invoice Plus allows for combined billing and customization

partnership



RICOH



Please direct any questions regarding this Proposal to:

Jim Riker

City of Newburgh, Major Account Manager

Cell: 845-978-7015 . Fax: 845-220-2294

Jim.Riker@ricoh-usa.com

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RICOH
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RESOLUTION NO.: 176 - 2013

OF

AUGUST 19, 2013

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A LICENSE AGREEMENT FOR THE USE OF
THE STADIUM LOCATED AT DELANO-HITCH RECREATION PARK
BY THE NEWBURGH HOOK ELITE BOXING CLUB AND EBC SPORTS MINISTRY**

WHEREAS, this Council, by Resolution No.: 92-2012 of June 18, 2012, authorized the execution of a license agreement with the Newburgh Hook Elite Boxing Club and EBC Sports Ministry for the use of the stadium located at Delano-Hitch Recreation Park for a youth boxing program and by Resolution No.: 192-2012 of October 22, 2013 extended the term of said license agreement until June 30, 2013; and

WHEREAS, Newburgh Hook Elite Boxing Club and EBC Sports Ministry has expressed interest in extending the term of said license agreement for an additional year; and

WHEREAS, a license agreement providing for use of the stadium at Delano-Hitch Recreation Park for a term beginning on July 1, 2013 and ending on June 30, 2014 is annexed hereto and made a part of this resolution; and

WHEREAS, the City Council has examined such license agreement and determined it to be in the best interests of the City of Newburgh and its youth to enter into such license agreement;

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

LICENSE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2013, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and

THE NEWBURGH HOOK ELITE BOXING CLUB and EBC SPORTS MINISTRY, c/o Leonard Lee, 70 Johnes Street, Newburgh, New York 12550 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for the consideration hereinafter named, agree as follows:

ARTICLE 1: Term.

This Agreement shall run from July 1, 2013 to June 30, 2014.

ARTICLE 2: Obligation of the City.

The City shall grant to the Licensee a revocable license to use the municipal stadium located in the Delano-Hitch Recreation Park in the City of Newburgh for a youth boxing program by the Newburgh Hook Elite Boxing Club for the period of time set forth above pursuant to a written schedule to be submitted to and approved in writing by the City Manager or his designee. The City shall provide space for players/participants in a location in the Delano-Hitch Recreation Park to be determined by the City Manager or his designee.

ARTICLE 3: Obligation of Licensee.

A. The Licensee shall provide the City Manager or his designee a written schedule of all programs and other uses of the facility for the term of the Agreement and failure to do so may result in City canceling any or all such program(s). No programs or other uses may be schedule to start after 8:00 p.m.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the maintenance of the facility as is required by their use thereof.

C. The Licensee shall, after each day of programs, return the facility to the City on that same day to a clean condition free of all equipment, garbage and debris. Licensee shall clean up all garbage generated in the area designated for use and deposit in proper trash receptacle. The Licensee shall repair all damage incurred to the area designated for use during the exercise of the license at its own sole expense. Such repairs shall be performed immediately. Licensee agrees that if such damages are not promptly and completely repaired, Licensee shall remain liable for all consequences, direct and indirect, consequential and incidental, to the City resulting from the damages and from the unavailability of such facilities resulting therefrom.

D. The Licensee shall have a representative with authority over all programs and activities present at all times. Licensee shall secure the facility after each use. Noise levels shall be kept at appropriate decibel levels so as not to disturb neighbors.

E. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in programs or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servant, employees or invitees during the period of this agreement.

ARTICLE 4: Payment.

The Licensee shall pay to the City, as and for a fee for the use of the facility during the period of this agreement, ONE THOUSAND (\$1,000.00 AND 00/100) DOLLARS.

ARTICLE 5: Insurance.

The Licensee shall not commence any program under this agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

A. Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.
2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this contract.

C. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

- A. That it is financially solvent and that it is experienced and competent to perform the type of work or to furnish the consideration to be furnished by it; and
- B. That it is familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 8: City's Right to Terminate Agreement.

The City shall have the right to stop work or terminate this agreement under the following terms and conditions:

1. (a) The Licensee refuses or fails to perform any of its obligations under this agreement; or
(b) The Licensee fails to make prompt payment or perform work as required by this agreement; or
(c) The Licensee fails or refuses to comply with all applicable laws or ordinances; or
(d) The Licensee is guilty of substantial violation of any provision of this agreement.
(e) In the event the City elects to stop work or terminate this agreement on any ground or grounds set forth in subparagraphs (a) - (d) of this paragraph, the City shall provide the Licensee with written notice, no less than fourteen (14) days prior to such stop work or termination of this agreement, of the City's intent to so stop work or terminate this agreement and the ground or grounds therefore. In the event the Licensee shall cure such ground or grounds prior to the date noticed for stop work or termination of this agreement, the City shall not stop work or terminate the agreement on such grounds.
2. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days notice to the Licensee, terminate the agreement with the Licensee.

ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that the relation of the Licensee to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances, whether or not the Licensee, its agents or employees have been negligent. The Licensee shall hold and keep the City free and discharged of and from any and all responsibility and liability of any sort or kind. The Licensee shall assume all responsibility for risks or casualties of every description, for loss, death or injury to persons or property arising out of the nature of the performance, other than those wholly caused by Acts of God or conditions pre-existing this license. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance.

ARTICLE 11: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

ARTICLE 12: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 13: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

ARTICLE 14: Notices.

Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The City of Newburgh
City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

TO: Newburgh Hook Elite Boxing Club
c/o Leonard Lee
70 Johnes Street
Newburgh, New York 12550
(845) 857-0612

ARTICLE 15: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 16: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE CITY OF NEWBURGH

by: _____
JAMES A. SLAUGHTER
Interim City Manager

NEWBURGH HOOK ELITE BOXING CLUB

by: _____
LEONARD LEE

EBC SPORTS MINISTRY

By: _____
DR. BRUCE DAVIS
Pastor

Approved as to form:

MICHELLE KELSON
Corporation Counsel

CHERYL A. GROSS
City Comptroller

RESOLUTION NO.: 177-2013

OF

AUGUST 19, 2013

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BLACKS IN LAW ENFORCEMENT OF AMERICA TO PROVIDE ASSISTANCE IN THE RECRUITMENT EFFORTS OF THE CITY OF NEWBURGH FOR THE POLICE OFFICER CIVIL SERVICE EXAM

WHEREAS, the Blacks in Law Enforcement of America, a national organization of black law enforcement professionals, has offered to assist the City of Newburgh in its efforts to recruit potential candidates for the upcoming police officer civil service exam; and

WHEREAS, Blacks in Law Enforcement of America requests compensation for gas and tolls charges incurred during its recruitment efforts at an estimate of \$25.00 per recruitment date; and

WHEREAS, it is in the best interests of the City to retain the assistance of Blacks in Law Enforcement of America to assist in the City's recruitment efforts of candidates for the upcoming police officer civil service exam at cost of reimbursement for gas expenses and toll charges incurred;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into an Agreement based on the proposal attached hereto, with such other terms and conditions as may be required by Corporation Counsel and the City Manager, same as being in the best interest of the City of Newburgh with Blacks in Law Enforcement of America to provide recruitment services in connection with the upcoming police officer civil service exam at a cost of reimbursement for gas expenses and toll charges incurred in an amount not to exceed \$200.00, with such funds to be derived from A.1430.448.



Blacks in Law Enforcement of America

A National Organization of Black Law Enforcement Professionals

New York Office
405 Tarrytown Rd. #1318
White Plains, New York 10607
1-877-218-8835

August 9th, 2013

Dear Michelle Mills/ City Of Newburgh NY

We are honored to assist you with your recruitment efforts for the upcoming City Of Newburgh Police Exam. During our conversation we discussed that I, along with another member will go to various business locations, churches, and possibly local colleges to recruit potential candidates for the upcoming exam. We will need to be supplied with Exams, announcement posters, pamphlets, folding table and chairs, and any tutorial service information offered by the city.

There is no cost for our assistance only that we are compensated for gas and tolls which receipts will be provided to the city. We will work along with any City personnel that are willing to assist. Below is a sample of a recruitment schedule:

September 7th) 11am – 2pm. Local Mall (recruitment stand with pamphlets and materials)

September 11th) 1pm- 4pm. College (recruitment stand and also posters would be hung up)

September 18th) 6pm-8pm. Church (meeting with clergy to hand out recruitment material)

September 21st) 12pm-3pm. Local Businesses (to hand out pamphlets and hang up posters)

September 26th) 6pm-9Pm. Location you suggest (recruitment stand set up)

In closing, a sample of a recruitment schedule with locations. Your input would be greatly appreciated, and I am looking forward to meeting and working with you soon. Please feel free to call me at any time. Sincerely,

Michael Hannon
(914) 774-6037
mahwp125@hotmail.com



Accepting Our Responsibility to Rebuild Our Community

Blacks in Law Enforcement of America

A National Organization of Black Law Enforcement Professionals

New York Office
405 Tarrytown Rd. #1318
White Plains, New York 10607
1-877-218-8835

August 14th, 2013

Dear Michelle Mills/ City Of Newburgh NY

The estimated compensation of gas and tolls is twenty-five dollars a recruitment date. Again, all receipts will be provided to the city. This expense to the city would cover both me and another member of the organization. We look forward to serving you in your recruitment efforts.

Michael Hannon
Blacks in Law Enforcement of America

RESOLUTION NO.: 176 - 2013

OF

AUGUST 19, 2013

A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEARS 2011 AND 2012 RELATIVE TO
303 BROADWAY (SECTION 35, BLOCK 1, LOT 1)

WHEREAS, The City of Newburgh commenced proceedings for the foreclosure of certain tax liens, such action being designated as Orange County Index Numbers 2012-001071 and 2012-010220 ; and

WHEREAS, PNC Bank, by their attorney, has advised the City that they are prepared to settle such action; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to settle this matter;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager be and he is hereby authorized to withdraw the liens on the property located at 303 Broadway (Section 35, Block 1, Lot 1), in the City of Newburgh, from the 2011 and 2012 List of Delinquent Taxes, provided that the sum of Sixty Seven Thousand Five Hundred Sixty Four And 06/100 (\$67,564.06) Dollars representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2012-2013 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before August 31, 2013.

RESOLUTION NO.: 179 - 2013

OF

AUGUST 19, 2013

RESOLUTION AMENDING RESOLUTION NO: 223 - 2012,
THE 2013 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$100,000.00 FROM GENERAL FUND BALANCE,
\$238,000.00 FROM TAN ISSUANCE EXPENSE AND \$24,000.00 FROM BOND ISSUANCE
EXPENSE TO FUND FIRE DEPARTMENT OVERTIME

WHEREAS, the City of Newburgh Fire Department has exhausted a majority of the budgeted overtime; and

WHEREAS, this Council finds that it is in the best interests of the City of Newburgh and the safety of its residents to transfer the funds available to cover Firefighter overtime through December 31, 2013;

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

	<u>Decrease</u>	<u>Increase</u>
A.0000.0911 Fund Balance	\$100,000.00	
A.9760.0700 TAN Issuance Expense	\$238,000.00	
A.1315.0494 Bond Issuance Expense	\$ 24,000.00	
A.3412.103 Fire Department-Overtime		\$362,000.00

RESOLUTION NO.: 180 - 2013

OF

AUGUST 19, 2013

A RESOLUTION TO AUTHORIZE A SETTLEMENT OF THE WORKERS
COMPENSATION CLAIM OF WILLIAM RIVERA PURUSANT TO
SECTION 32 OF THE WORKERS COMPENSATION LAW IN THE AMOUNT OF
THIRTEEN THOUSAND FIVE HUNDRED FIFTY DOLLARS

WHEREAS, William Rivera was employed by the City of Newburgh as a sanitation worker and suffered an on-the-job back injury on December 5, 1994; and

WHEREAS, the New York State Workers Compensation Board has classified the injury as a permanent partial disability which obligates the City to pay a weekly scheduled benefit rate; and

WHEREAS, under Section 32 of the NYS Workers Compensation Law, the employee and the employer may settle the employee's claim for a lump sum amount in lieu of the weekly benefit and medical payments; and

WHEREAS, the employee has offered to settle his workers compensation claim pursuant to Section 32 of the Workers Compensation Law for a City of Newburgh contribution in the amount of Thirteen Thousand Five Hundred Fifty (\$13,550.00) Dollars to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorneys are hereby authorized to settle the workers compensation claim of William Rivera against the City of Newburgh in the total amount of Thirteen Thousand Five Hundred Fifty (\$13,550.00) Dollars and that the Interim City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

RESOLUTION NO.: 181 - 2013

OF

AUGUST 19, 2013

A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEAR 2011 RELATIVE TO
109 S. WILLIAM STREET (SECTION 45, BLOCK 4, LOT 5)

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2012-001071; and

WHEREAS, first position mortgage holder TD Bank, N.A., by their attorney, served an Answer to such action in regard to the foreclosure of 109 S. William Street (Section 45, Block 4, Lot 5); and

WHEREAS, the attorney for TD Bank, N.A. has advised the City that they are prepared to settle such action; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager be and he is hereby authorized to withdraw the liens on the property located at 109 S. William Street (Section 45, Block 4, Lot 5), City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Sixty Thousand Five Hundred Ninety Nine And 76/100 (\$60,599.76) Dollars representing substantially all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2012-2013 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before August 31, 2013.

RESOLUTION NO.: 147 -2013

OF

JULY 15, 2013

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THE YOUTH EMPOWERMENT CENTER FOR THE
FIRST FLOOR OF 104 SOUTH LANDER STREET FOR A TERM OF ONE YEAR

WHEREAS, the Youth Empowerment Center (YEC) has expressed an interest in using the first floor of the building located at 104 South Lander Street to establish a location for providing youth programs and services; and

WHEREAS, allowing the YEC to use the first floor of the building located at 104 South Lander street will require a license agreement which the term of said license shall be one year and which may automatically renew for successive one year terms unless terminated as set forth in the license agreement, a copy of which is annexed hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to execute the attached license agreement with the Youth Empowerment Center for the use of the first floor of 104 South Lander Street in substantially the same form and on the terms and conditions contained in the attached license agreement, including such other terms and conditions as may be deemed appropriate and necessary by the Interim City Manager and /or the Corporation Counsel in order to carry-out the subject transaction.

LICENSE AGREEMENT

This Agreement made this _____ day of _____ 2013, between the CITY OF NEWBURGH, a municipal corporation having its principal offices at City Hall, 83 Broadway, Newburgh, NY 12550 (hereinafter referred to as "LICENSOR" or "CITY) and YOUTH EMPOWERMENT CENTER, a corporation organized and existing under the laws of the State of New York, having its principal place of business at _____, Newburgh NY 12550 (herein referred to as "LICENSEE" or "YEC").

WITNESSETH:

WHEREAS, LICENSOR owns property located at 104 South Lander Street, Newburgh, New York, hereinafter referred to as the "PREMISES"; and

WHEREAS, LICENSEE desires the license or privilege of gaining access to the first floor of the Premises for the purpose of establishing a community center for youth programs and services; and

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

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

1. PREMISES:

LICENSOR does hereby grant unto LICENSEE use and occupancy of the first floor of the Premises for the purpose of establishing a community center for youth programs and services according to the terms and conditions as hereinafter provided.

2. TERM:

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

3. CONSIDERATION:

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

4. LIABILITY/INSURANCE:

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

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

5. USE AND OCCUPANCY:

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

- a. Licensee's access to the Premises shall be Thursday, Friday and Saturday each week from 1:00 pm until 1:00 am.
- b. Licensee may provide youth programs on Thursday, Friday and Saturday each week from 3:00 pm to 12:00 am. However, no program for teenage youth may begin before 5:00 pm on Thursday and Friday.
- c. Licensee shall provide its own security.

LICENSOR shall notify LICENSEE when other organizations are scheduled for the approved use of the PREMISES.

6. IMPROVEMENT AND MAINTENANCE:

- A. LICENSOR shall maintain the Premises in good repair and conditions, supply utilities including heat, air conditioning, light, ventilation, sanitation, trash removal during the period of this Agreement.
- B. LICENSOR shall install a gate or door at the top of the stairs between the first and second floors; shall provide LICENSEE with two (2) keys to the front door of the PREMISES and a code to the security alarm; and shall permit LICENSEE to store items and supplies in the rear closet.
- C. LICENSEE may provide office furniture and equipment necessary and proper for the intended use of the Premises and may make other minor alterations to the Premises which shall be removed upon the termination of this Agreement.
- D. LICENSEE shall maintain the Premises in a clean and orderly condition; shall provide their own clean up service; surrender the Premises in the same state and condition as it was at the commencement of LICENSEE's use and occupancy.
- E. LICENSEE may install a new lock to the rear closet; may install a new thirty (30") inch electric stove, which shall become a fixture remaining with the Premises after the expiration of this Agreement; and may paint the interior walls subject to the approval of LICENSOR as to color.

7. ADDRESSEES FOR PURPOSES OF NOTICE:

All notices, requests, demands, approvals or other communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

If to City:	City of Newburgh 83 Broadway Newburgh, NY 12550 Attn: City Manager
With copies to:	City of Newburgh 83 Broadway Newburgh, NY 12550 Attn: Corporation Counsel
If to YEC:	Youth Empowerment Center Newburgh, NY 12550 Attn:

With copies to:

Attn:

8. ENFORCEABILITY:

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

9. NON-ASSIGNMENT:

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

10. INVALIDITY OF PROVISIONS:

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

12. HEADINGS:

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

13. ENTIRE AGREEMENT:

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

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

(date)

CITY OF NEWBURGH, LICENSOR

By: _____
JAMES A. SLAUGHTER
Interim City Manager

(date)

YOUTH EMPOWERMENT CENTER,
LICENSEE

By: _____