

A regular meeting of the City Council of the City of Newburgh was held on Tuesday, October 15, 2013 at 7:00 P.M. in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

The Prayer was led by Rev. Dr. Bruce Davis of Ebenezer Baptist Church in Newburgh, followed by the Pledge of Allegiance.

Present: Mayor Kennedy, presiding; Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee- 5

### COMMUNICATIONS

Councilwoman Angelo moved and Councilwoman Lee seconded that the minutes of the City Council meeting of September 23, 2013 be approved.

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

CARRIED

### PROCLAMATION

Mayor Kennedy proclaimed October as *Anti Bullying Awareness Month* in the City of Newburgh.

**PROPOSED PUBLIC HEARING**

**RESOLUTION NO.: 202-2013**

**OF**

**OCTOBER 15, 2013**

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

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

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

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

**ADOPTED**

## COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

A member of the Lembhard family commented about Resolution #204-2013. She does not understand why we are using funds to put a police officer in the school to protect our children, yet she feels that we do nothing about it when the police kill our children. We can afford to do this, yet she feels that the City is not able to provide her mother and the other mothers any answers as to why all of our young Black Men are being killed by police officers. Lembhard feels that we would have the answers to peoples' questions if it was a White Man who died at the hands of the police. She asked when is this going to stop.

Rev. Dr. Bruce Davis, accompanied with some of the members of the Dynamic Marching Band and members from his congregation, stated that he appreciates the council's support of Resolution #214-2013. He pointed out that Mr. Slaughter received the numbers from him this morning. He is looking forward to signing the license agreement as soon as possible.

Jerry Holmes applauded the residents of Newburgh for coming out this evening. This is how you hold your elected officials accountable for your community. He is new to the process. He spoke about Resolution #204-2013. Holmes has over ten years of law enforcement experience himself. He raised some concerns about \$100K being allocated for only one police officer. Also he mentioned the good of the marching band. At least we will know that there are going to be fifty children who are not going to be involved in drugs, who are not going to get shot and who are going to stay out of harm's way. How can we justify that amount of money when we know that there is a tarnished relationship between the police department and the community? Holmes feels that it would be more effective to put those funds into programs which would get as many kids involved as possible to keep them out of the streets and out of harm's way.

Omari Shakur commented that it is ironic that we are allocating \$100K to put a police officer in the school, yet only \$90K is allocated in the total budget for youth services. He appreciates the churches for coming out tonight, but we have had nine deaths already. When it comes to police interaction in the community why it is that only young Black Men are dying? Shakur stated that he has seen White Men walking down the streets with hunting knives hanging from their belts. Also he has seen some of them buying drugs on the street. Yet you never hear of them getting shot by the police. Police officers should not be killing *anybody*. Shakur remarked that not one of these elected

officials came to this mother to offer her any condolences for the loss of her son.

Interim City Manager James Slaughter explained that the \$100K is being paid by the Newburgh School District to fund the position of one officer.

Mayor Kennedy commented that we are all aware that schools have sometimes become dangerous places. People break into schools with all sorts of weapons. This is not money we are spending. It is money we are accepting from the school district to provide security. She pointed out that this is a backfill. Somebody is leaving a post. We are not creating any duplication of services and it is not coming out of our budget.

Sheila Monk remarked about Resolution #214-2013. She thought the Activities Center was for our youth. So why is there a lot of hassle involved just for our kids to have a place to practice? There is a lot of money that comes into the City of Newburgh for our children. It is a shame that we are trying to tear down the Recreation Department. She feels that we fired one employee and gave his salary to three individuals. Second, she thought YEC was a volunteer program that received CDBG money on that basis. Next Monk stated that we should adopt a tree on South Lander Street at the location where Sean Lewis died. We have to hold our city council accountable for everything going on in the City of Newburgh with our young people. She would like to see money from the budget go to the kids instead of the staff.

Chuck Thomas spoke in support of Resolution #213-2013. In June the City came together with community organizations, churches and the residents to have the Newburgh Illuminated Festival. It was outstanding and it brought thousands of people into Newburgh. There were over thirty-five events during the course of the weekend. We are proposing to do the same thing next year. The resolution would provide sponsorship for the event. They are not asking for money, they are simply seeking the city's support.

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

**COMMENTS FROM THE COUNCIL REGARDING THE AGENDA**

*There were no comments at this time.*

**RESOLUTION NO.: 203 - 2013**

**OF**

**OCTOBER 15, 2013**

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

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

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

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

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

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

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

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

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

ADOPTED

203-13

# GENERAL CODE PROPOSAL *for*

## ENTERPRISE CONTENT MANAGEMENT SERVICES

For  
City of Newburgh  
Orange County  
New York

September 10, 2013  
Valid for 60 days

PRESENTED BY



*Information made civil.*

Director of Sales: Bruce Cadman  
518-441-6496  
[BCadman@generalcode.com](mailto:BCadman@generalcode.com)



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## ABOUT GENERAL CODE

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

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

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

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

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

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

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

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

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

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## RECOMMENDED SOLUTION – LASERFICHE RIO

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

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

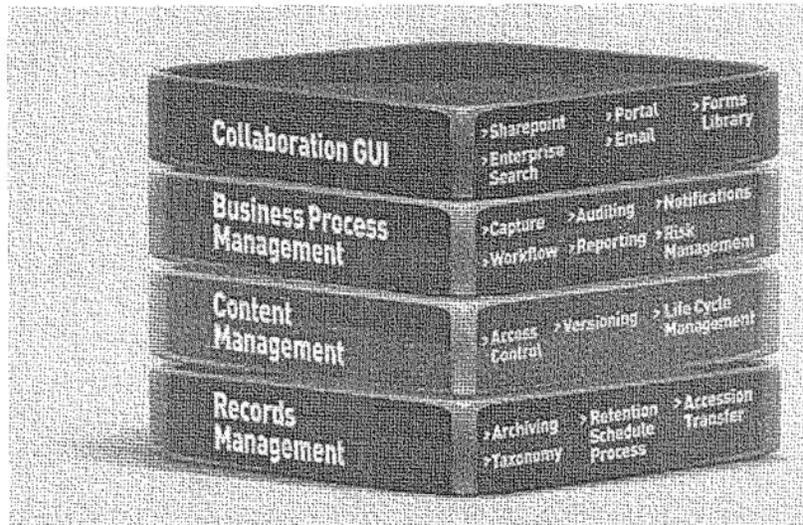
Laserfiche Rio integrates with your existing IT portfolio supporting intelligent decision making enterprise-wide.

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

The Laserfiche Rio system includes:

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

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



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

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

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## PRELIMINARY DOCUMENT MANAGEMENT PROJECT PLAN

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

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

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

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

## INVESTMENT DETAIL & OPTIONS

*Hardware or any applicable taxes are not included in price.*

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

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

**PLEASE NOTE:**

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

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

**SOFTWARE ORDER, PAYMENT AND PERFORMANCE SCHEDULE**

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

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

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

**CANCELLATION POLICY**

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

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

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## AUTHORIZATION & AGREEMENT

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

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

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### OPTIONAL COMPONENTS

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

***Please process this agreement through a State Contract Option***

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

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

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

**Department:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

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**CITY OF NEWBURGH, ORANGE COUNTY, NEW YORK**

**By:** \_\_\_\_\_ **In the Presence of:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**GENERAL CODE, LLC**

By: \_\_\_\_\_ In the Presence of: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

*In order to authorize the project:*

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

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

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## APPENDIX A - PC AND SERVER SPECIFICATIONS

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

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

### **Affinity Software Requirements**

Affinity version 2.0 requires Laserfiche® Client version 7.2.1.

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

Laserfiche Avante and Rio are supported.

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

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

64-bit operating systems are supported.

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

### **GUI Screen Capture Requirements**

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

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

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

### **Web Application Requirements**

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

### **Affinity API Requirements**

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

**APPENDIX B - DESCRIPTION OF RECOMMENDED COMPONENTS**

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

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

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## APPENDIX C - INSTALLATION, TRAINING AND SUPPORT

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### Pre-Installation Teleconference and Technical Review

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

### Customized, Hands-On Training

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

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

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

### Support and Maintenance

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

### Technical Support

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

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

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

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

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

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

#### **Software Patches and Upgrades:**

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

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

RESOLUTION NO.: 204 - 2013

OF

OCTOBER 15, 2013

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

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

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

**WHEREAS**, this Council has determined that accepting such funds is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept funds from the NECSD in the amount of \$100,000.00 Dollars for the assignment of a City of Newburgh Police Officer as CRO in the NECSD.

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

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

ADOPTED

## **COMMUNITY RESOURCE OFFICER AGREEMENT**

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

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

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

### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

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

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

Newburgh Free Academy – Robert Pedrick

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

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

Department shall assign another officer to fill the CRO position at the affected building.

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

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

11. The following are the duties of the CRO:
  - (a) Consult with and coordinate activities as requested by a school's principal.
  - (b) Abide by School Board policies to the extent that such compliance does not interfere with or impede the CRO in the performance of his or her duties as a law enforcement officer.
  - (c) The CRO shall develop an expertise in presenting various subjects; including meeting Federal and State mandates in drug abuse prevention education and shall provide these presentations at the request of school personnel in accordance with the established curriculum;
  - (d) Encourage group discussions about law enforcement with students, faculty and parents;

- (e) Under no circumstances shall a CRO be a school disciplinarian. The CRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law;
- (f) Attend meetings with parents and faculty groups to solicit their support and understanding of the CRO school program and to promote awareness of law enforcement functions;
- (g) Where possible, serve as a member of the school student services committee, familiarizing students with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. Where necessary, the CRO may make recommendations for referrals;
- (h) To confer with the principal of the school to which the CRO is assigned to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
- (i) Perform such duties as determined and requested by a given school principal. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the CRO from being available in areas where interaction with students is expected;
- (j) The CRO shall familiarize himself/herself with and shall abide by School Board policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School Board insofar as same shall be in harmony with standard police practices and standing general orders;
- (k) Initiate law enforcement action as necessary and notify the school principal as soon as possible, and, whenever practicable advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities, as required by standard police practices and standing general orders;
- (l) The CRO shall act as a liaison for other law enforcement officers in matters regarding School Board policies while on school grounds;
- (m) The CRO shall affirm the role of law enforcement officer by wearing the City of Newburgh Police uniform, unless doing so

would be inappropriate for scheduled school activities. The uniform shall be worn at events where it will enhance the image of the CRO and his/her ability to perform his/her duties;

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

Department rules and regulations and also to ascertain what, if anything, can be done to improve the CRO Program.

18. The City agrees to maintain at all times during the term of this Agreement a general comprehensive liability insurance policy for a minimum of \$1,000,000 and agrees to indemnify and hold harmless the School Board and the Newburgh Enlarged City School District, its agents and employees from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the CRO or the CRO Program.
19. The School Board agrees to compensate the City for services rendered in connection with the CRO Program, in the amount of \$100,000. Such compensation shall be paid by the School Board to the City of Newburgh in monthly installments of \$10,000 per month from September 1, 2013 – June 30, 2014 commencing within thirty (30) days of ratification of this agreement by all parties.
20. The terms of this agreement are for the period commencing with the provision of such services and ending on the 31st day of August, 2014.

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

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**RALPH A. PIZZO  
SUPERINTENDENT OF SCHOOLS**

**CITY BOARD OF THE CITY OF  
NEWBURGH**

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

**RESOLUTION NO.: 205 - 2013**

**OF**

**OCTOBER 15, 2013**

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

**WHEREAS**, the City of Newburgh Assessor's Office is in need of a new lease agreement for a copier to perform their statutory duties, assigned tasks and day-to-day operations; and

**WHEREAS**, a review of available equipment and systems has identified a RICOH MP 2501 SP Copier to be the most appropriate and cost-effective alternative; and

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Interim City Manager be and is hereby authorized to execute a Lease and Maintenance Agreement in substantially the same form as annexed hereto so as to acquire a RICOH MP 2501 SP Copier and related services from RICOH USA, Inc. according to the terms therein stated at the cost of \$124.85 a month for 36 months, such funds to be derived from Budget Line A.1670.0400.

**City Comptroller John Aber explained the differences in a copier that is rented versus one that we would own. In a lease agreement the payments are spread out over a 36-month period. Our IT Department currently advises the machine through its computer system, and it is used for various functions. The machine in the Assessor's Office is a smaller machine.**

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

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

ADOPTED



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

## U.S. Communities Product Schedule

Product Schedule Number: \_\_\_\_\_

Master Lease Agreement Number: \_\_\_\_\_

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and NEWBURGH, CITY OF \_\_\_\_\_, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and \_\_\_\_\_. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

### CUSTOMER INFORMATION

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

### PRODUCT/EQUIPMENT DESCRIPTION ("Product")

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

Qty	Product Description: Make & Model

### PAYMENT SCHEDULE

<b>Minimum Term</b> (months)  36	<b>Minimum Payment</b> (Without Tax)  \$ 108.65	<b>Minimum Payment Billing Frequency</b> <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<b>Advance Payment</b> <input type="checkbox"/> 1 <sup>st</sup> Payment <input type="checkbox"/> 1 <sup>st</sup> & Last Payment <input checked="" type="checkbox"/> Other: NONE
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Sales Tax Exempt:  YES (Attach Exemption Certificate)      Customer Billing Reference Number (P.O. #, etc.) \_\_\_\_\_  
 Addendum(s) attached:  YES (check if yes and indicate total number of pages: \_\_\_\_\_)

### TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: \_\_\_\_\_

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<b>CUSTOMER</b> By: <b>X</b> <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____	Accepted by: <b>RICOH USA, INC.</b> By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____
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**U.S. COMMUNITIES**  
**EQUIPMENT SALE AND MAINTENANCE AGREEMENT**  
**(EQUIPMENT SALES, BREAK-FIX SERVICES WITH NO ON-SITE LABOR)**

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

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

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

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

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

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

# RICOH

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

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

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

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

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

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

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

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

**5. MAINTENANCE CHARGES.**

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

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

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

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

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

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

## MAINTENANCE SERVICES.

### 10. SERVICE LEVELS.

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

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

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

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

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

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

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

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

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

**CUSTOMER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RICOH USA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



[NEW YORK]

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

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

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

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

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

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

[NEW YORK]

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

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

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

**CUSTOMER**

**Ricoh USA, Inc.**

**X**

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Authorized Signer Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Authorized Signer Name

\_\_\_\_\_  
Title



ORDER AGREEMENT

Sale Type :LEASE

Master Maintenance and Sale Agreement Date:	NEW	Sale Type :	LEASE
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BILL TO INFORMATION			
Customer Legal Name: NEWBURGH, CITY OF			
Address Line 1: 83 BROADWAY FL 2		Contact: KURCON, GLENN	
Address Line 2:		Phone: (845) 569-7324	
City: NEWBURGH		E-mail: gkurcon@cityofnewburgh-ny.gov	
ST / Zip: NY/12550-5617	County: ORANGE	Fax:	

ADDITIONAL ORDER INFORMATION	
Check All That Apply:	
<ul style="list-style-type: none"> <li>◊ Sales Tax Exempt (Attach Valid Exemption Certificate)</li> <li>◊ PO Included PO# _____</li> <li>◊ Syndication</li> </ul>	<ul style="list-style-type: none"> <li>◊ Fixed Service Charge</li> <li>◊ PS Service (Subject to and governed by separate Statement of Work)</li> <li>◊ IT Service (Subject to and governed by separate Statement of Work)</li> </ul>
◊ Add to Existing Service Contract # _____	

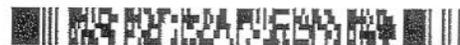
This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION		
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
36 Months	MONTHLY	QUARTERLY

SHIP TO INFORMATION			
Customer Name: NEWBURGH CITY OF			
Address Line 1: 83 BROADWAY FL 2		Contact: KURCON, GLENN	
Address Line 2:		Phone: (845) 569-7324	
City: NEWBURGH		E-mail: gkurcon@cityofnewburgh-ny.gov	
ST / Zip: NY/12550-5617	County: ORANGE	Fax:	

PRODUCT INFORMATION							
Product Description	Qty	Service Type	B/W Allowance <small>(Per Base Billing Frequency)</small>	B/W Ovg	Color Allowance <small>(Per Base Billing Frequency)</small>	Color Ovg	Service Base <small>(Per Base Billing Frequency)</small>
RICOH MP 2501SP	1	Gold	2,000	\$0.0081	N/A	N/A	\$16.20

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
NETWORK & SCAN CONNECT - SEG 2	1



# RICOH

ORDER TOTALS		
<b>Service Type Offerings:</b>	<b>Product Total:</b>	
Gold: Includes all supplies and staples. Excludes paper.	<b>BASIC CONNECTIVITY / PS / IT Services:</b>	
Silver: Includes all supplies. Excludes paper and staples.	<b>Buyout After Promotions:</b>	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	<b>Grand Total: (Excludes Tax)</b>	
<b>Additional Provisions:</b>		

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



### EXHIBIT A

#### EQUIPMENT INFORMATION

Make, Model, Serial Number	MP2000/L7006540143	Contact	GLENN KURCON
Contract Number	1138123-1020049A1	Portion of Minimum Payment Attributable to Existing Equipment	\$208.40
Pick-Up Address**	83 BROADWAY	Phone	(845) 569-7324
City	NEWBURGH	State	NY
		Zip Code	12550-5617

Make, Model, Serial Number		Contact	
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment	
Pick-Up Address**		Phone	
City		State	
		Zip Code	

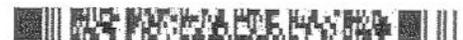
Make, Model, Serial Number		Contact	
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment	
Pick-Up Address**		Phone	
City		State	
		Zip Code	

Make, Model, Serial Number		Contact	
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment	
Pick-Up Address**		Phone	
City		State	
		Zip Code	

Make, Model, Serial Number		Contact	
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment	
Pick-Up Address**		Phone	
City		State	
		Zip Code	

Make, Model, Serial Number		Contact	
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment	
Pick-Up Address**		Phone	
City		State	
		Zip Code	

\*\* Except for Refinancing Transactions





LEASE AMENDMENT

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

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

AMENDMENT

This LEASE AMENDMENT (this "Amendment"), dated above, is to the agreements and/or product schedules associated with the equipment/product and agreement/product schedule numbers listed on Exhibit A attached to this Amendment and by this reference made a part of this Amendment...

As of the date of this Amendment, the parties have entered or intend to enter into new agreements and/or product schedules (each such new agreement and/or product schedule, a "Replacement Agreement") either (a) with respect to equipment/product in replacement of, or addition to, or in exchange for, the Existing Equipment...

The parties wish to confirm the removal of the Existing Equipment (except with respect to Existing Equipment subject to a Refinancing Transaction) and any payment changes that will occur under the Existing Agreement(s) on the Effective Date (as defined below) of the Replacement Agreement(s).

The parties, intending to be legally bound, agree as follows:

- 1 On the Effective Date, the minimum periodic payment(s) due and payable under the Existing Agreement(s) shall be modified to delete the portion(s) thereof attributable to the Existing Equipment...
2 You authorize us or our designee to pick up and remove the Existing Equipment. By signing below, you confirm that we or our designee may rely on this request...
3 If the Replacement Agreement(s) is/are not accepted by us for any reason whatsoever, then (a) this Amendment shall be of no force or effect...
4 Except to the extent modified by this Amendment, the terms and conditions of the Existing Agreement(s) will remain unchanged and shall continue in full force and effect.

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

CUSTOMER

Signature lines for Customer and Ricoh representative, including fields for Authorized Signature, Date, and Print Authorized Signer Name/Title.

09/16/2013 05:23 AM

12705696





EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	NEWBURGH, CITY OF			Phone:	(845) 569-7324
Contact Name:	GLENN KURCON			City:	NEWBURGH
Address:	83 BRAODWAY			Fax/Email:	gkurcon@cityofnewburgh-ny.gov
State:	NY	Zip:	12550		
Make	Model	Serial Number	Machine Status		
RICOH	MP2000	L7006540143			

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

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, and (2) the request shall be governed by this Authorization. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

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

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

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

THIRD PARTY LEASE -- COMPANY INFORMATION

Payee Name:	Attention To:
Address:	
<input type="checkbox"/> W-9 included	<input type="checkbox"/> Third-Party Quote or Proof of Buy Out Included
Mailing Method: (select one) <input type="checkbox"/> Mail Check (regular) <input type="checkbox"/> Overnight Check	

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

CUSTOMER

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

RICOH USA, INC.

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**RESOLUTION NO.: 206 - 2013**

**OF**

**OCTOBER 15, 2013**

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

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

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

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

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

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

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

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

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

ADOPTED

206-13



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

### U.S. Communities Product Schedule

Product Schedule Number: \_\_\_\_\_

Master Lease Agreement Number: \_\_\_\_\_

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and NEWBURGH, CITY OF, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and \_\_\_\_\_. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

#### CUSTOMER INFORMATION

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

#### PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH MP2352SP

Qty	Product Description: Make & Model

#### PAYMENT SCHEDULE

<b>Minimum Term</b> (months)  36	<b>Minimum Payment</b> (Without Tax)  \$ 181.38	<b>Minimum Payment Billing Frequency</b> <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<b>Advance Payment</b> <input type="checkbox"/> 1 <sup>st</sup> Payment <input type="checkbox"/> 1 <sup>st</sup> & Last Payment <input checked="" type="checkbox"/> Other: NONE
---	--	--	--

Sales Tax Exempt:  YES (Attach Exemption Certificate)      Customer Billing Reference Number (P.O. #, etc.) \_\_\_\_\_  
Addendum(s) attached:  YES (check if yes and indicate total number of pages: \_\_\_\_\_)

#### TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: \_\_\_\_\_

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<b>CUSTOMER</b> By: <b>X</b> <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____	Accepted by: <b>RICOH USA, INC.</b> By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____
--	---



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

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

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

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

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

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

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

# RICOH

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

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

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

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

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

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

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

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

**5. MAINTENANCE CHARGES.**

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

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

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

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

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

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

## MAINTENANCE SERVICES.

### 10. SERVICE LEVELS.

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

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

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

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

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

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

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

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

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

**CUSTOMER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RICOH USA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



[NEW YORK]

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

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

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

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

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

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

[NEW YORK]

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

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

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

CUSTOMER

Ricoh USA, Inc.

X

Authorized Signature

Date

Authorized Signature

Date

Print Authorized Signer Name

Title

Print Authorized Signer Name

Title

# RICOH

## ORDER AGREEMENT

Request For Proposal (RFP) or Bid Contract Date:	11-Feb-2013	Sale Type :	LEASE
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BILL TO INFORMATION			
Customer Legal Name: NEWBURGH, CITY OF			
Address Line 1: 83 BROADWAY FL 2		Contact: KURCON, GLENN	
Address Line 2:		Phone: (845) 569-7324	
City: NEWBURGH		E-mail: gkurcon@cityofnewburgh-ny.gov	
ST / Zip: NY/12550-5617	County: ORANGE	Fax:	

ADDITIONAL ORDER INFORMATION	
Check All That Apply:	
<input type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate) <input type="checkbox"/> PO Included PO# _____ <input type="checkbox"/> Syndication	<input type="checkbox"/> Fixed Service Charge <input type="checkbox"/> Add to Existing Service Contract # _____ <input type="checkbox"/> PS Service (Subject to and governed by separate Statement of Work) <input type="checkbox"/> IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION		
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
36 Months	MONTHLY	QUARTERLY

SHIP TO INFORMATION			
Customer Name: NEWBURGH CITY OF			
Address Line 1: 83 BROADWAY		Contact: KURCON, GLENN	
Address Line 2:		Phone: (845) 569-7324	
City: NEWBURGH		E-mail: gkurcon@cityofnewburgh-ny.gov	
ST / Zip: NY/12550-5617	County: ORANGE	Fax:	

PRODUCT INFORMATION							
Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
RICOH MP2352SP	1	Gold	5,000	\$0.0089	N/A	N/A	\$44.50

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
NETWORK & SCAN CONNECT - SEG 2	1



# RICOH

ORDER TOTALS	
<b>Service Type Offerings:</b>	<b>Product Total:</b>
<b>Gold:</b> Includes all supplies and staples. Excludes paper.	<b>BASIC CONNECTIVITY / PS / IT Services:</b>
<b>Silver:</b> Includes all supplies. Excludes paper and staples.	<b>Buyout After Promotions:</b>
<b>Bronze:</b> Parts and labor only. Excludes paper, staples and supplies.	<b>Grand Total: (Excludes Tax)</b>
<b>Additional Provisions:</b>	
Per US Communities Contract 4400003732	

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



### EXHIBIT A

#### EQUIPMENT INFORMATION

Make, Model, Serial Number	MP5001SP/V8005400226	Contact	GLENN KURCON
Contract Number	1138123-1020049ML	Portion of Minimum Payment Attributable to Existing Equipment	\$371.40
Pick-Up Address**	83 BROADWAY FL 1 CITY CLERK'S OFFICE		Phone (845) 569-7324
City	NEWBURGH	State NY	Zip Code 12550-5617

Make, Model, Serial Number		Contact			
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment			
Pick-Up Address**			Phone		
City		State		Zip Code	

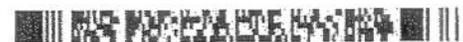
Make, Model, Serial Number		Contact			
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment			
Pick-Up Address**			Phone		
City		State		Zip Code	

Make, Model, Serial Number		Contact			
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment			
Pick-Up Address**			Phone		
City		State		Zip Code	

Make, Model, Serial Number		Contact			
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment			
Pick-Up Address**			Phone		
City		State		Zip Code	

Make, Model, Serial Number		Contact			
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment			
Pick-Up Address**			Phone		
City		State		Zip Code	

\*\* Except for Refinancing Transactions





LEASE AMENDMENT

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

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

AMENDMENT

This LEASE AMENDMENT (this "Amendment"), dated above, is to the agreements and/or product schedules associated with the equipment/product and agreement/product schedule numbers listed on Exhibit A attached to this Amendment and by this reference made a part of this Amendment...

As of the date of this Amendment, the parties have entered or intend to enter into new agreements and/or product schedules (each such new agreement and/or product schedule, a "Replacement Agreement") either (a) with respect to equipment/product in replacement of, or addition to, or in exchange for, the Existing Equipment...

The parties wish to confirm the removal of the Existing Equipment (except with respect to Existing Equipment subject to a Refinancing Transaction) and any payment changes that will occur under the Existing Agreement(s) on the Effective Date (as defined below) of the Replacement Agreement(s).

The parties, intending to be legally bound, agree as follows:

- 1 On the Effective Date, the minimum periodic payment(s) due and payable under the Existing Agreement(s) shall be modified to delete the portion(s) thereof attributable to the Existing Equipment as reflected on Exhibit A attached hereto and, except with respect to Existing Equipment subject to a Refinancing Transaction, we hereby authorize you to return the Existing Equipment to us or our designee.
2 You authorize us or our designee to pick up and remove the Existing Equipment. By signing below, you confirm that we or our designee may rely on this request and the request will be governed by this Amendment.
3 If the Replacement Agreement(s) is/are not accepted by us for any reason whatsoever, then (a) this Amendment shall be of no force or effect and the Existing Agreement(s) shall remain in full force and effect, (b) you shall continue to lease or rent the Existing Equipment for the remaining term of the Existing Agreement(s) in accordance with the terms and conditions of the Existing Agreement(s), and (c) you will be liable for all payments and obligations under the Existing Agreement(s) including, without limitation, the portion(s) of the minimum periodic payment attributable to the Existing Equipment as reflected on Exhibit A, for the entire term set forth in the Existing Agreement(s).
4 Except to the extent modified by this Amendment, the terms and conditions of the Existing Agreement(s) will remain unchanged and shall continue in full force and effect.

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

CUSTOMER

Signature and Title lines for the customer, including fields for Authorized Signature, Date, and Print Authorized Signer Name.

09/16/2013 05:46 AM

12706247





**EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION**

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

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

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("RicoH") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, and (2) the request shall be governed by this Authorization. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

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

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

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

**THIRD PARTY LEASE – COMPANY INFORMATION**

Payee Name:			Attention To:	
Address:				
<input type="checkbox"/> W-9 included		<input type="checkbox"/> Third-Party Quote or Proof of Buy Out Included		
Mailing Method: (select one) <input type="checkbox"/> Mail Check (regular) <input type="checkbox"/> Overnight Check				

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

**CUSTOMER**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**RICOH USA, INC.**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

RESOLUTION NO.: 207 - 2013

OF

OCTOBER 15, 2013

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

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

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

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

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

**WHEREAS**, the estimated total cost of the Project is \$3,565,00.00, of which the HMGP funds will provide up to \$2,673,750.00, which is 75% reimbursement of total eligible costs, and the remaining costs of \$891,250.00 to be provided by the City match of 25%; and

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

**WHEREAS**, this Council has determined that applying for and accepting the grant funds if awarded is in the best interests of the City of Newburgh;

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

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

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

**ADOPTED**

**RESOLUTION NO.: 208 - 2013**

**OF**

**OCTOBER 15, 2013**

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

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

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

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

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

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

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

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

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

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

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

ADOPTED

RESOLUTION NO.: 209 - 2013

OF

OCTOBER 15, 2013

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

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

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

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

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

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

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

**WHEREAS**, this Council has determined that applying for and accepting the grant funds if awarded is in the best interests of the City of Newburgh;

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

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

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

**ADOPTED**

**RESOLUTION NO.: 210 - 2013**

**OF**

**OCTOBER 15, 2013**

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

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

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

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, that the Interim City Manager is hereby authorized to execute an agreement

for professional engineering services with Barton & Loguidice, P.C. for the scope of work outlined in the proposal dated October 2, 2013 in an amount not to exceed \$5,000.00, with other provisions as Corporation Counsel may require, for assistance with the application for New York State Division of Homeland Security and Emergency Services NY Rising Hazard Mitigation Grant Program for the Water Transmission Main Quassaick Creek Crossing Protection Project.

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

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

ADOPTED

RESOLUTION NO.: 211 - 2013

OF

OCTOBER 15, 2013

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

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

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

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

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

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

**WHEREAS**, the estimated total cost of the Project is \$500,000.00, of which the HMGP funds will provide up to \$375,000.00, which is 75% reimbursement of total

eligible costs, and the remaining costs of \$125,000.00 to be provided by the City match of 25%; and

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

**WHEREAS**, this Council has determined that applying for and accepting the grant funds if awarded is in the best interests of the City of Newburgh;

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

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

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

**ADOPTED**

**RESOLUTION NO.: 212- 2013**

**OF**

**OCTOBER 15, 2013**

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

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

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

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

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

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

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

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

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

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

**ADOPTED**

212-12  
SUPREME COURT – STATE OF NEW YORK  
COUNTY OF ORANGE

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

Petitioner,

**CONSENT JUDGMENT**

- against -

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

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

Respondents.  
-----X

**PRESENT: HON. CATHERINE M. BARTLETT**

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

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

Tax Map No. 36-4-3.1

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

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

Tax Map No. 36-4-20

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

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

Tax Map No. 36-4-19

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

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

Tax Map No. 36-4-4

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

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

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

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

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

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

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

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

Signed:        October \_\_, 2013  
                  Goshen, New York

**ENTER:**

\_\_\_\_\_  
HON. CATHERINE M. BARTLETT  
SUPREME COURT JUSTICE

**ON CONSENT:**

\_\_\_\_\_  
HON. JAMES SLAUGHTER  
Interim City Manager  
Dated:

\_\_\_\_\_  
ANDREW MAHONY, ESQ.  
Attorney for the Petitioner  
Dated:

\_\_\_\_\_  
HON. JOANNE MAJEWSKI  
Assessor  
Dated:

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

**RESOLUTION NO.: 213 - 2013**

**OF**

**OCTOBER 15, 2013**

**A RESOLUTION TO PROVIDE INSURANCE AND THE CITY'S TAX ID TO  
THE**

**NEWBURGH ILLUMINATED FESTIVAL**

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

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

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

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

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

**Councilman Dillard commented that this resolution should apply to *all* organizations that would like to hold celebratory events in the city. He did not feel that the African-American Celebration had the support from the City of Newburgh. He does not have a problem with the resolution as long as we do for everyone equally and fairly.**

**Mr. Slaughter confirmed that we covered the insurance for the African-American Day Parade this year and we waived the fees. Normally the provision of the City's Tax ID Number is for joint activities between the City of Newburgh and the organization, like we have done with the Illuminated Festival, the International Festival and the African-American Day Parade.**

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

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

ADOPTED

**RESOLUTION NO.: 214 - 2013**

**OF**

**OCTOBER 15, 2013**

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to execute the attached license agreement with Ebenezer Baptist Church for the use of the Activity Center and parking lot located within the Delano-Hitch Recreation Park and to loan instruments to the Dynamic Approach Marching Bank in substantially the same form and on the terms and conditions contained in the attached license agreement, including such other terms and conditions as may be deemed appropriate and necessary by the Interim City Manager and /or the Corporation Counsel in order to carry-out the subject transaction.

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

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

**ADOPTED**

## LICENSE AGREEMENT

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

### **WITNESSETH:**

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

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

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

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

#### **1. PREMISES:**

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

#### **2. TERM:**

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

### **3. CONSIDERATION:**

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

### **4. RENEWAL**

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

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

### **5. LIABILITY/INSURANCE:**

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

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

### **6. USE AND OCCUPANCY:**

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

- a. Provide a written schedule of all rehearsals, programs and other uses of the facility to the City Manager or his designee during the term of the Agreement. A failure to do so may result in City canceling any or all such program(s).

- b. No programs or other uses may be scheduled to start after 8:00 p.m.
- c. The Licensee shall pay the cost of all personnel, supplies and equipment required for the use of the Premises.
- d. 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.
- e. 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.
- f. 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.
- g. The Licensee may store instruments, equipment and supplies in a storage closet located within the premises as designated by the City Manager or his designee.

**7. LOAN OF INSTRUMENTS:**

- A. LICENSOR agrees to loan musical instruments to LICENSEE, at LICENSEE's option, for use by the members of the DAMB.
- B. LICENSEE shall be responsible for the maintenance and repair of the instruments loaned to LICENSEE by LICENSOR.

**8. 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
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With copies to:	City of Newburgh 83 Broadway
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Newburgh, NY 12550  
Attn: Corporation Counsel

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

With copies to:

Attn:

**9. ENFORCEABILITY:**

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

**10. NON-ASSIGNMENT:**

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

**11. INVALIDITY OF PROVISIONS:**

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

**12. HEADINGS:**

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

**13. ENTIRE AGREEMENT:**

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

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

\_\_\_\_\_  
(date)

CITY OF NEWBURGH, LICENSOR

By: \_\_\_\_\_  
JAMES A. SLAUGHTER  
Interim City Manager

\_\_\_\_\_  
(date)

EBENEZER BAPTIST CHURCH,  
LICENSEE

By: \_\_\_\_\_

## COUNCIL CHANGES

**Mayor Kennedy moved and Councilman Brown seconded that the City Manager's presentation of the proposed 2014 Budget should be moved to the *New Business* portion of the agenda.**

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

**CARRIED**

## OLD BUSINESS

**Councilman Brown mentioned that the council discussed previous Resolution #200-2013 at the last work session, in which the city is going to pay for a study of the Brownsfield area. Brown wanted to publicly state that NCAC is no longer going to be a part of that study. Once we pay for the study NCAC should not receive a copy of it.**

**Mayor Kennedy discussed that she talked with the Department of State today. She was told that the city needs to put together a three-way agreement between NCAC, the City of Newburgh and the Department of State, in which NCAC will release its rights to the study, as well as its rights to the process. There are several agreements involved that need to be worked out to untangle all of this stuff.**

*This portion of the meeting was closed.*

## NEW BUSINESS

James Slaughter introduced the 2014 Proposed Budget of the City of Newburgh. He pointed out some highlights, including no increases in property tax, no increase in sewer, water and sanitation costs, and the hiring of additional firefighters and police officers. Slaughter looks forward to working with the council as we continue the process in the revitalization of Newburgh. (SEE INTRODUCTORY BUDGET ADDRESS ATTACHED)

Mayor Kennedy thanked Slaughter for a great overview of what we have been doing over the last several months. If we could really pull off no tax or water, sewer and sanitation increases then it would be a big change from 2009 when we were near the verge of bankruptcy.

Councilman Brown remarked that he is always on a different foot. He tends not to forget that the former city manager proposed to raise the taxes by almost 75%. 25% of that was passed. The taxpayers of this city have been suffering ever since. A grave injustice was done, and we need to correct it. It is great to see there are no tax increases this year, but we need to find a way to give some of that money back to the taxpayers. He pointed out that revenue is certainly one answer to the equation, but we have to concentrate on the expense side of the equation too. We have to increase the revenue side and cutback on the expense side. Then we can concentrate on returning some of the money to the taxpayers.

*This portion of the meeting was closed.*

## PUBLIC COMMENTS REGARDING GENERAL MATTERS OF CITY BUSINESS

Timothy Hayes-el mentioned that he has been coming to the meetings for over fifteen years so he knows the rules of decorum at these meetings. He feels that the city is trying to cover up the death of the young man. Murder after murder after murder and nobody says anything about it. Ultimately it is our own fault because we are the ones who elect these officials.

Stuart Sachs read his comments about an unsafe condition caused by the developer at the mid-Broadway site. He feels it is in violation of OSHA regulations. He contacted Mr. Slaughter about the issue but he has not received a response. (SEE COMMENTS ATTACHED)

Pastor Bruce Davis commented that he believes in his heart that it is the general business of the City to watch over our youth. The marching band has represented the youth of the City of Newburgh for over three years. He feels that we have neglected and deserted the children. They are asking for the funds to take the marching band under their wing. On the same note, it is the general business of the city to make sure our city officials talk to this mother and give her family some answers surrounding the death of her son. She is hurting.

Juanita Lewis remarked that she can not even begin to act like she knows what Lucy is going through, as Lewis lost her cousin, not her son. She offered her prayers and condolences to the family. It is a shame that our leaders have not even offered their condolences to the family. Lewis stated that Lucy is not the first nor will she be the last mother who is going to be sitting here shedding tears. Who is going to be the next victim? Is it going to be one of your sons? Your kids go to school in this community. They are not untouchable. Everyone needs to wake up because this community is sleeping.

Omari Shakur stated that he does not care if people do not offer him any condolences. He does not care if you do not like him, but this community is going to respect him. He wants to sit down with Lucy and meet with city officials to discuss who was/were the officer(s) involved. There is a camera located at the corner where the incident occurred. He wants the family to have access to that camera because we want to *see* what actually happened. Shakur pointed out that the community is here so you won't lose *your* children. He comes up here and makes noise because his community is dying. If we remain silent about it then we are saying that it is alright.

Jane Johnston read her comments about an ethics complaint she submitted in back in January. She hand delivered the complaint to each councilmember. To date her complaint has not been acknowledged. In her opinion this makes all five council members unfit for public office. Johnston stated that it is outrageous that the work session recordings are not put on the website. Johnston is familiar with this type of technology. It is easy, fast and cheap. Also she is dismayed about the current FOIL procedure in our city, which does not address how to make FOIL requests by email. (SEE COMMENTS ATTACHED)

Jerry Holmes offered his condolences to the family. Holmes recalled the police incident a few years back involving Nathaniel Gates. It was Holmes' understanding that our police department would no longer engage in high speed chases that could potentially endanger the people of this city. He is sure that the department had obtained the license plate of the car that the individual was driving, and they definitely had a clear understanding of whom the individual was. Holmes believes Newburgh authorized funding to pay for cameras to be placed on police officers' uniforms. So he does not understand why it is so hard for the department to give a detailed and informative account of what actually happened. If the police can not be held accountable for their actions then we need a new police chief. If that fails then we need a new governing body. It is not what you say, it is what you do. He feels that the police department gets an F grade in his book. Also the community is comprised of 75% minorities. So why doesn't the police force represent this community?

Lt. Jesse Howard, City of Newburgh Auxiliary Department, offered his condolences to the family. He thanked the council for allowing the department to have its own insurance. Also he would like to know where the department stands as far as the budget is concerned. The force is looking to move forward and perhaps secure a vehicle so that it can better interact with the community. He pointed out that your auxiliary officers are city residents. Can we create a budget for the auxiliary unit if there is not one already? Howard would like to have some of the clergy members ride along with them someday to help interact better with the community. Perhaps as we are engaged more, then there will be less of some of the things that have been happening in Newburgh over the years.

Janet Gianopolous remarked that we are entitled to have a record of every public meeting. No matter what we call them-work sessions, business meetings, etc- *they should be publicized*. She is sure we can figure out a way to put them on the web without any additional expense. Also when you are in financial distress, you usually do three things: you work harder, you cut back on things and you save. Sometimes people have the impression that money is

just flowing into our city. But it really is not flowing freely because we are feeling strapped. It is important for our children to learn this concept too.

Tammy "Pebbles" Hollins stated it was her understanding that the youth were able to use the Activities Center a few weeks ago. Then she heard two days ago that they were asked to leave the building, so they practiced outside on the basketball court. Why are our youth [who are residents of this city] practicing outside when we let our senior citizens, our veterans, and profit and non-profit organizations use that building? She does not understand why the council can not get it together for the youth. Next, Hollins stated that she sat on the CDBG committee when the Youth Empowerment Center came before this council and requested support for funding. She needs to know how the salaries for certain YEC employees are being paid, especially since they told the community they would be volunteering.

Margarita Knox reminded everyone that this is Domestic Violence Awareness Month. Tomorrow many women will be entering the courtrooms to deal with issues of domestic violence and custody battles. Our Judicial System has not quite grasped how to deal with these issues. She asked everyone for a special prayer for them as they enter the courts tomorrow. Also Knox was disturbed by a comment the Mayor made previously. Knox stated that if a person does not understand the fight then perhaps one needs to rethink her career choice.

Sheila Monk commented that it came to her knowledge that the city charged the children \$250 per day to use the Activity Center for band practices. That community building is for our youth and all fees should be waived. Second, Monk has concerns about this council when it comes to people getting killed in the streets of the City of Newburgh. She attended the funeral and her heart goes out to the family. Monk remarked that only one councilmember attended the funeral. It is a shame because we have put you in office and you have not shown any remorse for this family. Our community has to stick together. We have a budget of \$43 Million per year, yet our city looks like a wreck.

*This portion of the meeting was closed.*

## FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Angelo announced the upcoming Fall Festival on Saturday. It will be held at UNICO Park from 10 A.M. to 4 P.M. Angelo stated that we do have some good things happening in this city too. She urged everyone to come down there and plan to spend the whole day with our families.

Councilman Brown stated that he has been supportive of the marching band from Day One. He recalled speaking with Derrick about use of the Activity Center and he told him what they needed to do. We needed to have the license agreement in place first in order to utilize city property. Brown reiterated that this council supports all of our youth programs in this city. He does not want this to be misconstrued. He pointed out that the children will be back in the building this week.

Next, he understands Ms. Johnston's concerns. Brown feels uncomfortable voting to approve work session minutes when they are not publicized in any kind of form *anywhere*. He knows that it is not difficult to stream audio onto a website. Brown mentioned the auxiliary police department. That unit is a key component to bridging this community. They are non-threatening, and they will talk to you. He knows that Jesse comes before them with peace in his heart. We need to start supporting the auxiliary police in this city. Brown is certainly going to work through this budget to try to find some money to support the department.

Brown offered his condolences to Ms. Lewis and apologized for not coming to her earlier. He stated that he does not know what it feels like to lose a child but he can understand her pain. He hopes that the family can find a way to heal past this. He thanked everyone for coming out this evening.

Councilman Dillard addressed the Lewis family. He is going to do his best to work with them to make sure things are made right on behalf of the City of Newburgh. Dillard offered the city manager an application from Sandra Murphy. Murphy submitted an application back in May. Now that there are openings on the Police-Community Relations Advisory Board she would like the consideration to sit on that board.

He pointed out that on October 18<sup>th</sup>, the city will be naming a part of a street in honor of the late Rev. Jesse McClaren. Come out and support the family during this dedication. He thanked everyone for coming and exercising their rights. He reminded us that we, the voters, are in charge. Without the voters this system would not work.

Councilwoman Lee pointed out that we have an initiative to hire more Black police officers. The exam just closed and the response was overwhelmingly positive. She mentioned that over the summer CDBG money was used to hire DPW workers. The good thing is that jobs are being created. She told Slaughter that this is the best budget she has ever seen in this city. Lee appreciated the way that he and the staff took the initiative to take some of the burden off of the taxpayers by not having any increases.

Lee recalled her childhood when people were fighting in the streets to preserve their right to vote. It is disturbing that the rules have changed. There are more slips and problems at the polls now that Blacks are voting. Despite all of that though, Lee's aunt who is 85 year old and has cancer, gets herself out of bed every Election Day and makes it to the polls. The only way to get justice is to vote people out of office. She does not understand how many individuals get into positions and remain there for over twenty years. If you do not vote then you do not have a voice. Come Hell or High Water, nothing is going to stop her from voting on November 5<sup>th</sup>. Lee urged us to stop looking to others for change.

Councilman Brown pointed out that if anyone knows someone who has submitted an application for the police exam then it is important for that person to study. In order for a person to get in, it starts with him or her getting a high score on the exam. There are some tutorials on the city's website.

Mayor Kennedy remarked that it has been a passionate night for good reasons. Her heart goes out to Ms. Lewis and her family. Though she has never lost a son, she does understand the heartache of losing a loved one. We have to stop all of the violence in this city. Many people don't live in this community because they do not feel safe. She pointed out that just last night someone stole something out of her car. We are working to make it safer. She agrees with Councilman Brown about the importance of our auxiliary police. From Day One she has been trying to find ways to support them. What we need to do is have *more* auxiliary police, and we need to be partnering up with them.

Kennedy has been working with a group of people, including a number of faith-based leaders across the board, who want to work on *Project Love*. They have been working on how to reach families in this community. The Christmas Outreach Project has come out of this. The city is partnering with organizations to bring in between twenty and thirty truck loads of product, including food and small appliances to share and connect with the families. There is so much pain here. The other thing Kennedy mentioned is support of the *Youth Police Initiative*. Forty young people have completed the training so far. Just because you do not hear about everything does not mean there is

nothing happening in Newburgh. She knows a police officer that has created a program called *Have Grill Will Travel*, in which he goes into some of the tough locations at midnight and fires up his grill to host impromptu barbecues.

Kennedy pointed out that she met with City of Newburgh IT earlier today. They discussed audio streaming and the new set up for council meetings. Everything we ask for has an expense. There is no free lunch. Kennedy believes Glen receives overtime for managing the video and audio recordings. On one hand we want the budget to remain low. But on the other hand we want new services. We have to have a balance.

She mentioned the YEC program. In any CDBG, administration cost can not be more than 15% of funding. Employees have not received any payments yet. It has been all volunteering until now. If someone is doing *actual* teaching of the youth then payment of services rendered is an appropriate use of funding through CDBG. Let's support them and give them a chance to do something for the children.

Last, she stated that the council wants to support the marching band. The license agreement is in place now. We want to ensure their safety and we want to see it work. She pointed out that there is a group of people who are trying to put together a *Youth Build* program. There are many things going on in the community to try to bring about some solution to the very things that we bring up tonight. Perhaps a community forum could be forthcoming to discuss some of the specific issues in the community.

*There were no additional comments at this time.*

**ADJOURNMENT**

**There being no further business to come before the council, the meeting adjourned at 9:02 P.M.**

**Respectfully Submitted,**

**KATRINA COTTEN  
DEPUTY CITY CLERK**