

A regular meeting of the City Council of the City of Newburgh was held on Monday, April 27, 2015 at 7:00 P.M. in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

The Prayer was led by Pastor Jessie Howard with Cross International Ministries, followed by the Pledge of Allegiance.

Present: Mayor Kennedy, presiding; Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia- 6

COMMUNICATIONS

Councilwoman Angelo moved and Councilwoman Abrams seconded that the Minutes of the April 13, 2015 Council Meeting be approved.

Ayes-Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy- 6

CARRIED

COMPTROLLER'S FINANCIAL REPORT

City Comptroller John Aber presented the state of the city's finances.

COMMENTS FROM THE COUNCIL ON THE COMPTROLLER'S REPORT

Councilwoman Lee commented that she did not see the expense report for the cameras and Councilwoman Abrams commented about the police bicycles.

Aber remarked that at the direction of the council he has identified \$50K to cover the cost of the cameras for when we do get ready to place the order. A trust account was set up years ago for the police bicycles. The account remains open and there is approximately \$550 in the account. Trust accounts are generally set up to fund specific items. Since there has been no movement he continues to report the same numbers, unless something changes such as we purchase a new bicycle for the police department.

Mayor Kennedy remarked about the fire department overtime. We have fifteen (15) additional firefighters through the SAFER grant. What is the relationship between having overtime and having two temporary lieutenant positions in the department.

Fire Chief Michael Vatter responded that the bulk of overtime is being consumed to promote two temporary lieutenants to help in the summer while a couple of individuals are out on long term disability. He reiterated previous discussion with the council about the upcoming budget in the fall. In order to obtain the \$100K to do the CHIPs, he is going to need this first. It is going to require that a resolution be passed by the council and the numbers would need to be firmed up by the Comptroller; but, he is almost certain that it would result in savings for the city.

Councilwoman Lee asked the Comptroller what it would take for us to purchase the cameras since we have the money set aside.

Aber replied that once the police department finishes the pilot it will make its recommendation for the best equipment. If the purchase is not available on a state requirement contract, then they will have to bid it out. Even before that we will transfer the \$50K from various departments into the police department's account to buy the cameras. We need a resolution to do that. He pointed out that we can transfer the funds via a resolution at any point.

Acting Police Chief Dan Cameron remarked that we have one camera right now. We have been out at the range testing it all week. We are testing it in various scenarios. There are some issues with the camera. He is working with the company to discuss the issues. He is hesitant about purchasing all fifty cameras at once, because we have to make sure we get the right company and the right camera. After the pilot program he will present a detailed report to the council. Hopefully then there will be some clarity regarding the NYS FOIL law as it pertains to body-worn cameras. He

pointed out that New York City is in its pilot project right now. The pilot project that we are going to do will be for 90 days.

Councilwoman Lee asked Cameron if he feels that we should move the money aside now, so we can purchase the cameras when the pilot is completed.

Cameron stated that we will be in the pilot program shortly. Then we will have a good idea as to when we want to order the rest of the cameras. He believes that we will have some time to make that request. It depends when we get the three cameras for the pilot. They are currently in production. As soon as we get the three cameras then we are going online with the pilot program.

Mayor Kennedy clarified that this is fairly new technology that we are using. It is a new version of camera that hasn't come off the production line yet.

CITY MANAGER UPDATE

City Manager Michael Ciaravino gave an update on some key highlights and progress in City departments.

PUBLIC HEARING

Mayor Kennedy called a public hearing to hear comment concerning a local law amending City Charter Section C5.05 entitled "Duties of City Manager" of the Code of the City of Newburgh.

Yakov Sullivan strongly opposes this proposal. The City of Newburgh has had a City Manager/City Council form of government since 1905. It was precisely set up this way to avoid any kind of impression or reality of political corruption and influences of elected political offices. Sullivan pointed out that the city council is responsible for policy. You represent us, and our hopes, desires and goals for this city. The City Manager is the CEO. Part of his duties, as such, is the appointments of department heads. If you accept this proposal then it would be disastrous for Newburgh.

Sheila Murphy stated that this is the proper way for our city. In most cities the Mayor is at the helm. She feels that the city council should confirm, by a vote, any appointments that the city manager makes. This is why we have *heads* of department heads. If it goes any other way then a lot of people will make noise about it.

Richard Harper read his comments in opposition to the proposed changes. He stated that making the proposed change to the way this city operates is fundamentally counter to the spirit of the city's own recorded commitment to streamlining the government processes. It sends the wrong message to anyone watching to see if we can really change for the better. [SEE COMMENTS ATTACHED]

Christine Bello voiced her opposition. This is not in the best interest of the city. You spent a lot of time and tax payer dollars to do a diligent search for city manager. You hired him based on his specific qualifications, and now you want to cut him off at the knees by not allowing him to hire who he feels he can work with. There is a fine line between an amendment and a policy change, and she does not know if this would require a referendum. Nowhere in the Charter states that the management responsibilities are allocated to the council. You have to look at future councils should this get passed. So many things are broken in this city, but this is not one of them.

Barbara Smith recalled that in 2012 we discussed this very same subject. The minutes went on for about five pages. One person that commented in 2012 stated that this was the first full democratic city council that she could remember. The council members appeared to work together well as a team. Smith feels that the proposed changes verge on the point of politicizing the act. She pointed out that the council agreed to the city manager's duties then, so what brought them to this point now? Historically we have witnessed arguments, votes without independent thought, and on several occasions, we have seen votes go the wrong way. Smith mentioned that Section 14 of the Code of Ethics should also be scrutinized. She implored the council to take its time and ensure that it is doing the right thing. Smith stated that if you do not trust the person that you appointed, then how can you expect us to trust you?

Kippy Boyle commented. She referred to Resolution #18-2015, which authorized an agreement between the City of Newburgh and HR Consultants for professional human resource services. She pointed out that the council unanimously passed that resolution in January, in which a recruitment, interviewing and hiring audit would be performed. She feels that the public deserves an opportunity to hear the results of the audit. We can all agree that performance reviews have become standard industry procedures. Right now the council has the prerogative to do a performance review on the city manager. The council does not have to wait for HR Consultants, but she urged them to exercise patience until the report is completed and reviewed. Also she thinks that the Charter revision requires a referendum.

Nicholas Valentine stated that he put into place a Charter Commission his last year of office. It was comprised of an eclectic and diverse group of people from Newburgh, and at the first couple of meetings they could not agree on anything. Yet they studied the law and the various governments of New York State, and they came to the overwhelming conclusion that a city manager form of government is good for this city. They also believed that he works for the council and the council reports to the electorate. When we moved to the ward system it was passed by over 75% of the electorate, and it was historical for Newburgh. Now you are taking something that was passed by a super majority and making it a simple majority. If you have a problem with the city manager then you close the door, sit down and talk with him to resolve it. Let us not lose sight. You are a good elected body of representatives of this city. Don't destroy that just because you feel you want to micromanage the person sitting in that seat.

Corey Allen commented that he has confusion of emotions regarding this. He heard previous comments about whether future councils would be educated enough to make human resource decisions. He pointed out that the council makes human resource decisions whenever they hire a city manager anyway, so he does not

understand how that rationale fits into the whole checks and balances equation. We have a fairly new council and ward system. His only concern is whether this change will hinder that progression that we have already attained. Also he asked if there is anything really wrong with the proposal. As far as the argument that this change leaves you open to corruption. He countered that anybody can be susceptible to corruption. At the end of the day let's not talk about how we feel about the policy change. Rather let's discuss the opportunity cost of who it helps and who it hurts in doing so.

Brian Flannery expressed his discomfort with the sitting council voting to give themselves more power, tinkering with something so fundamental to the structure of our city government. This should not be subjected to this year's politics. He understands the frustration in the breakdown of communication between the city manager and city council. But the constructive route is to sit down, talk with each other and work out an informal arrangement that they both can live with, such as one that existed under previous city managers.

Michelle Basch remarked that the city manager, by definition, manages the business of this city. He is not a political figure. His or her job is to hire and fire department heads and city employees, who should also be outside of the political arena. She pointed out that the city's department heads have been successful despite the turmoil. They have helped keep this city together. The city manager must have a short term, as well as a long-term plan for the continued growth of the city. These plans should include infrastructure, planning and development, and smart goals. Historically the problems of the city have occurred due to the inconsistency and the in-fighting of the city council over the years. What is relevant is that we have department heads that are professional, take pride in the city and capable of doing the job.

Hannah Brooks stated that we are fortunate to have a city council that works together to move us in the right direction. We picked a good man for the job. It is important that we look to the future. Changing the Charter affects where things go in this city when none of us are here in this room. She is very happy to see the progress we are making. Brooks does not want to see that disrupted.

Gordon Powers stated that if you look at any organization that is successful, then you will see a leader. The leader always builds around him a team for success. There is no 'I' in team. The leader tells everyone that "We did a great job." This requires a special kind of person. The leader should have the privilege of choosing his or her team. This can be done one of two ways. You can either add team members or delete team members. If Powers was hired for this job, and the council told him

that he couldn't have full control of selecting his own team, then he would tear up his application for the position.

Paula Stevens read her comments in opposition to the proposed changes. If this change is enacted, then it would limit the authority and autonomy of the city manager to administer the city's affairs. She likened the city manager's and council's relationship to that of the relationship between a Board of Directors to its CEO. Stevens feels that if there is conflict in the management styles, then it should be the shared responsibility of all parties to work it out in a professional manner that fits the best interest of the city. She implored the council to vote against this proposed change. [SEE COMMENTS ATTACHED]

Rosemary Smith remarked that she does not have a problem with the proposal. She feels that all of the positions listed are persons whom the city manager delegated. She stated that we have problems in the police department and the building department. The same people who speak out against this does not suffer from these changes. She has seen the negative effects of past city managers hiring individuals on their own. We need a system of checks and balances, and the Charter change should be passed.

Jonathan Jacobsen stated there is much misinformation out there. The proposal has nothing to do with firing people. If it did, then he would be opposed to it. It only seeks to confirm department heads, officers and appointments to city boards. This changes seeks the same thing that is done in Middletown. Even though Middletown has a strong Mayor form of government, its council gets to approve or reject the appointments. In Newburgh, the city manager has more power than the President, the Governor and the County Executive in their respective governments. Jacobsen pointed out that the President had to have his Attorney General approved by the Senate first. He does not think there will be problems most of time. But this will safeguard all those corruption fears that everybody is concerned about. The people, through their elected representatives, need the safeguard. This legislature should have the same power as every other legislature.

Juanita Lewis spoke in favor of the proposal. She feels the Charter should be changed so that the city council must vote on city manager's appointments. It is a matter of checks and balances.

Courtney Allen stated she is torn between the issues. She feels she does not have enough information. We have had this form of government in the city for years.

Yet we have been doing a lot of things in this city that just have not worked in the past. It is sad because she is ready to leave this city after living here all her life. She should not have to feel this way. Allen is ready for change. She feels that the city manager is a great guy, but she does not want another four years to pass where there is no progression. She just wants what is best for the city.

James Smith gathered from all of the comments that the city council wants to be in control of the city manager regarding who he hires and fires. If the council hired Mr. Ciaravino as the city manager, then all of them should respect what he is doing for the city. Smith is certain that whatever the city manager proposes is not going to be all that bad, because Newburgh is already bad. If there is some contention between city council and city manager due to a severed friendship, then let's get out of that *Buddy Buddy* mentality. Let's get it together and move things forward. He does not understand why we are being so objective with the city manager that the council recruited and hired.

Roxie Royal remarked that she has seen a lot of changes in the city. We are not saying that we don't like the present city manager. We are asking for more clarification and more teamwork. She pointed out that the city manager works at the pleasure of the council. Every person here is responsible to somebody. She feels that it is the city manager's responsibility to inform the council of his ideas and plans for the city. Also she noticed that much of the community has come to speak out against this proposal. Royal wondered how this information was disseminated to the community in the first place, when there are other topics that people don't even know anything about.

Mayor Kennedy replied that there was a big article in the newspaper.

Joshua Smith stated he has resided here for thirty-one years. He has watched one council after another, and has witnessed a lot of non-transparency. The city manager form of local government is one of the reforms that grew out of the Progressive Movement in the early 1900's. This era was known for its corruption and cronyism in local governments. Smith is more disappointed that the council is fighting on this subject rather than dealing with the myriad of problems that the city manager faces in the city. How many sewer collapses have we had in the last six months? He asked the council if it really wants to make this move and look dysfunctional in the city yet again. These things have been dropped in the city manager's lap. We talk about jobs and economic development, but in order for those to occur you need a stable government. He warned the council against making hasty decisions to try to change the fundamental law.

Nora Tegni stated that unfortunately we have not had a government that has been functional. Newburgh has so many problems, yet the people who chose to live here do so because of their passion. We value its rich history. The existence of checks and balances was not a function that the council had. So why are we changing that function now? She believes that the duties of the council and the duties of the city manager should remain separate. The city manager is the professional, and he has the credentials necessary to make decisions. We were always lamenting about the problems of this city, such as the potholes. We needed some changes, and that is why the new appointments were made. She hopes that the council does not think about itself. She implored the council to think about the future, as well.

There being no other comments, the public hearing was closed.

Notes to the City Council
Public Hearing on a Proposed Charter Change
April 27, 2015

Mayor, Council Members, City Manager and staff:

I am Richard Harper, a resident homeowner at 110 Dubois Street, located in Ward One. I am here to comment on the potential charter change entitled, "Duties of City Manager."

Property Values:

The City of Newburgh is fast becoming the subject of positive local, regional, state and national conversations. Private and public sector interest is building. Our credibility as a viable and professionally-operated city is going up. The positive changes made in the last year have given us, as homeowners, new found hope for rising property values, which of course is a serious consideration for potential investors, existing homeowners, businesses, and the unemployed.

Staff Improvement:

Due greatly to the effective work of new staff, we are compiling implementation action proposals for some of the excellent planning that has been gathering dust for years. This summer a demonstration project will take visible form on a short stretch of Broadway. Much needed order has been brought to the Planning and Development Department and the rezoning process. We have a promising new city planner. The Local Waterfront Revitalization Plan should be completed this year. We are taking actions to better protect our drinking water. Last Wednesday, the CAC kicked off our city-wide tree inventory. The Environmental Protection Agency is eagerly working with the administration and staff to provide real assistance with our most pressing infrastructure issues. Not-for-Profits, Orange County Planning and volunteer councils and commissions are coordinating and communicating like never before. I have heard votes of cautious optimism about the acting Chief of Police. Many individuals serve as a direct result of this recent sign of professionalism and accountability. It is both encouraging and inspirational and does not go unnoticed by outside agencies.

Streamlining:

In 2012, the City Council approved and adopted the Streamlining Report and Recommendations submitted by Pace Land Use Law Institute. The major thrust of this report was to eliminate duplication, improve clarity and consistency in the development approval process, and encourage effective coordination among departments, boards and commissions. Implementation of the adopted recommendations has been slow; however, there was a much welcomed and improved pace of implementation in this past year. We are making real improvement in the process and nurturing a culture of accountability, something that has been sorely lacking. Making the proposed change to the way this city operates is fundamentally counter to the spirit of your own recorded commitment to streamlining the government processes. It sends the right message to those that would love for the city to operate just the way it has for decades. It sends exactly the "wrong" message to anyone watching us to see if we can really change for the better.

Summary:

To those of you on the City Council who are seriously considering a positive vote for this change, I beg you to reconsider. A city of this size cannot be effective by rendering as political the day to day operation. It is out of proportion to address a management "style" issue with something as fundamental as a charter change. This change will outlive your terms and will have far reaching consequences, many unintended. We are on a new road that has the positive attention of many. As a resident homeowner, a tax payer, a citizen volunteer, and a retired urban planner, I ask that you deny this resolution.

I am here this evening to voice my opposition to the proposed charter change entitled, "Duties of City Manager" which, if enacted, would serve to limit the authority and autonomy of the City Manager to effectively administer the City's affairs by requiring that the City Council confirms, by majority vote, the hiring of department heads and the appointment of volunteers to the City's boards and commissions.

Article V of the City's Charter clearly defines the qualifications of the City Manager so that, if met, whoever holds that position is singularly capable of carrying out those specific duties and responsibilities, including hiring and terminating management staff. In order to meet citizen and governing body expectations, the City Manager must build an organization that has both capacity and competence. This entails among other things, implementing and updating business practices and processes for personnel administration. It also involves adept use of management tools like strategic planning, performance measurement, benchmarking, and program evaluation to ensure continuous improvement of operations. A critical component of capacity-building is professional staff. The manager must be able to attract and retain talented and motivated personnel for the systems of government to work well. This involves careful workforce and succession planning and investments in training and professional development. When the processes and personnel perform as expected, our City's operations run smoothly and routinely.

Newburgh is a small city with a part-time City Council. The Council's part-time status cannot allow it to develop the basic familiarity with staff requirements and performance nor provide the continuity necessary to make critical decisions on personnel issues. This is why the Council is directed by the City's Charter to hire a competent, PROFESSIONAL City Manager.

I also believe that it is wise and prudent to maintain the separation of a strong political leadership embodied by the City Council from a strong professional administration enacted by the City Manager. Requiring our elected officials' political voices in the hiring and terminating of city staff could and likely would open up the city to political corruption and unethical activity.

I liken Newburgh's Council/City Manager form of government to the relationship between a corporation's Board of Directors and that corporation's President or CEO. The Board sets policies, goals and direction and, while the CEO is answerable to the Board and implements those policies, the Board, in a vote of confidence, gives the CEO full autonomy to execute his responsibilities. Why else would they hire him or her? Imagine the Board of Directors of Microsoft being required to approve the appointment of a new VP of Communications! It would take the better part of two weeks just to get them all on the telephone at the same time, let alone in the same room! Hardly an efficient way to build an organization.

If there are management style or communications issues between the Council and the City Manager, it is the shared responsibility of all parties to work them out in a professional manner in the best interests of the City of Newburgh. However, to change the City's charter, leaving the City open to unforeseen issues of political corruption, accusations of favoritism, or charges of ethics violations, is not good governing.

I strongly appeal to the Council's good common sense and to their commitment to acting in the best interests of the City of Newburgh. I would also ask you to remember that this proposed Charter Change

and its subsequent effects, will outlast the terms of most if not all who currently serve the citizens of Newburgh on the City Council, and implore you to vote against this proposed charter change.

Thank you.

Respectfully submitted,

Paula Stevens
110 Dubois Street
Newburgh, NY

COUNCIL COMMENTS REGARDING THE PUBLIC HEARING

Councilwoman Abrams stated she is against the proposal. It would take power that belongs in the city manager's hands, and put it in the hands of an elected council. She feels that it is unethical, wrong, and will lead us down the wrong path. She hopes it is voted down.

Councilwoman Angelo commented that she is supporting this. She gathers that the consensus is that the public does not want the council to pass it. But she feels that the city manager has to keep them informed about everything. Angelo stated it is difficult to communicate with him. There are things that have happened in Newburgh, in which she had only discovered by reading it in the newspapers.

Councilwoman Holmes spoke in favor of the change. It does not take away power from the city manager. It is just a way for the council to be aware of the appointments, and a way for them to say *Yea or Nay*. She does see the public's concerns, but she is entitled to her own opinion. Holmes mentioned that before she took office there was corruption and nepotism in this city. A confirmation from the council provides checks and balances. When she sat on the Civil Service Commission, she had seen a previous city manager create a job for an individual who was not even from the City of Newburgh. And there was nothing the city council could do about it. Holmes would rather do something to try to keep our current city manager. This is a matter of keeping stability and working together as a team.

Councilwoman Lee clarified that she voted yes to hearing public comment only. She feels that nepotism and cronyism has been occurring all along, and making this change is not going to relieve that. But the idea that the city council does not get involved in the hiring and firing of personnel is bogus. The council *has* been involved, there has been cronyism and people give their friends jobs. It is necessary to communicate with the city manager to ensure that there is no favoritism. Lee does not want to spend a lot of time working on a Charter change. We have to get back to dealing with the blight of this city. Lee stated that evaluations should be performed every three months. We should know what the city manager's vision for the city is. She pointed out that she is not saying *No* on this just because the regulars came to speak out against it. But she feels that now is not a good time to change the Charter. With the time she has left on this council, she would like to talk about economic development, crime, infrastructure and nothing else.

Councilwoman Mejia encouraged everyone to stay after the public hearing to listen to the business that is going to carry Newburgh forward versus the discussion of a Charter change. She stated that this proposal is not lessening the powers of the city manager, and it does not weaken his authority to make decisions. It is about ensuring mutual accountability in the final selection of positions that are charged with implementing key policies for the city. However she feels we need more time to discuss it. This is only the beginning of the public hearing. She suggested that it remain open until we get our reports back from HR Consultants as was previously mentioned.

Mayor Kennedy agreed that there is a communication problem. She has observed the breakdown of communication meeting after meeting, and day after day. She pointed out that the elected officials should be setting the vision for this city, because *You* are the ones who elect us. The city manager's job is to show us how we will carry out the vision. There is a difference between *what* we will do and the *how* we will do it. She feels that the council needs to set forth a clear vision. The issues she hears us talk strongly about are economic development, safety, cleanliness, and in that process we will create jobs and a quality of life for our citizens. She would guess that everyone on this council signs up to that type of vision. From that perspective we don't need to implement a Charter change to make that happen, we need to implement a communication process. When the city manager is busy running around this city, sometimes it is difficult to communicate with him. She is hopeful to hear what the consultant has to say about this process and what we can do to fix it. She mentioned that performance evaluations are already in the pipeline.

There were no additional comments regarding the public hearing.

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Kippy Boyle commented on Resolution #88-2015. We were told that the property condition presented an emergency situation. It was brought to the engineer's attention five months ago, so if it is a public safety issue then it does not matter who owns the property. It is the city's responsibility to protect us. Boyle wanted some clarification as to what is really going on because the discussion surrounding it is confusing.

This portion of the meeting was closed.

CITY MANAGER'S REPORT

Michael Ciaravino introduced a special guest in the audience, whom he had the opportunity to meet over the weekend. Gaspard Emboli, a Republic of Cameroon native, was present to observe the democratic process in the City of Newburgh.

RESOLUTION NO.: 88 - 2015

OF

APRIL 27, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
FOR LIMITED ASBESTOS SURVEY FOR THE CHIMNEY OF THE PROPERTY
LOCATED AT 282 FULLERTON AVENUE, SECTION 7, BLOCK 12, LOT 9,
AT A COST OF \$1,266.00

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for limited asbestos surveys for an evaluation of a deficient chimney of the property located at 282 Fullerton Avenue, Section 7, Block 12, Lot 9, in connection with possible abatement activities by the City of Newburgh; and

WHEREAS, the proposal includes evaluation and asbestos sampling; and

WHEREAS, the cost for these services will be \$1,266.00 and funding shall be derived from A.1364.0448; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for limited asbestos surveys for the deficient chimney of the property located at 282 Fullerton Avenue, Newburgh, New York at a cost of \$1,266.00.

*Councilwoman Mejia presented some slides concerning the property. She is not concerned so much with the cost, as she is about the clarity on when the city takes actions on items that concern public safety. The paperwork stated that the property is "a nuisance to the neighboring residents". Mejia showed some pictures of properties that have economic and tourism impacts as well, as one of them sits behind one of the city's Bed and Breakfast inns. She presented pictures of buildings on Grand Street, Liberty Street, Washington Street and Campbell Street. She realizes there is a process for abatements, but she would like us to be clear about when the city takes action in certain buildings and not in others. For her, it is a question about equity and fairness.

Councilwoman Angelo asked the council if we could pass on this list of properties to Codes Compliance.

Councilwoman Lee asked if the city has any money because her neighbors are complaining about the condition of *her* house.

Councilwoman Abrams stated that from the outside the house looks fine, but the chimney presents a hazardous condition. Apparently it could topple down at any moment. It is a clear and present danger to the neighboring property.

Mejia interjected. She has been investing her time in distressed property meetings since the city manager came onboard. But if the process is for people to simply send a letter to the city, then that is what she is going to tell her constituents. She is offended by it, and does not want to make the issue about that particular property. It is the bigger picture. In Ward One and Ward Two, there are buildings that are literally collapsing. We have not even taken the most basic actions.

Councilwoman Holmes understands Mejia's concerns. Holmes fears for people's safety. They have received information from the engineer about some of these properties. There needs to be a procedure put in place to take care of these properties. It has been long overdue, even before 282 Fullerton Avenue. She does not want to be held responsible for voting *No* tonight, and then the chimney ends up falling down tomorrow.

Mayor Kennedy stated that there is a lot of property all over this city that is a nuisance, and they are clear and present dangers to others. Imperfect action is much better than perfect inaction. It is clear that we have to do something. How to pick what to do is the question that needs to be answered. We have the one before us tonight. But maybe we should think about how we are going to prioritize these messes across the city.

Councilwoman Mejia commented about the perception that there are better services for residents that live above Route 9W. It is a perception that is alive and

well. There should equity and fairness in how services get delivered to our residents throughout the city.

Mayor Kennedy requested that this discussion about how they prioritize these issues, be put on the next work meeting.

**The council spoke comments in stated order.*

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

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Mayor Kennedy-4

Noes- Councilwoman Lee, Councilwoman Mejia-2

ADOPTED

RESOLUTION NO.: 89 - 2015

OF

APRIL 27, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
THE CHAZEN COMPANIES, INC. FOR AN EXPOSURE MONITORING STUDY
RELATED TO THE ON-GOING ENVIRONMENTAL TESTING AT THE DEPARTMENT
OF PUBLIC WORKS BUILDING AT A COST OF \$4,900.00

WHEREAS, by Resolution No. 36-2015 of February 23, 2015, this Council authorized the City Manager to accept a proposal and execute an agreement with The Chazen Companies, Inc. for a vapor intrusion analysis of the Department of Public Works Building at a cost of \$6,508.00; and

WHEREAS, The Chazen Companies, Inc. did perform a vapor intrusion analysis of the Department of Public Works Building and the results of such analysis require additional testing; and

WHEREAS, The Chazen Companies have submitted a proposal for an 8 hour exposure monitoring study of two volunteers in connection with the on-going environmental testing and analysis of the Department of Public Works building; and

WHEREAS, the cost for these services will be \$4,900.00 and such funding shall be derived from A.1364.0448; and

WHEREAS, the City Council has determined that such work is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with The Chazen Companies, Inc. for an exposure monitoring study related to the on-going environmental testing at the Department of Public Works Building at a cost of \$4,900.00.

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

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy-6

ADOPTED

89-2015



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Capital District Office (518) 273-0055
North Country Office (518) 812-0513

April 8, 2015

Jason C. Morris, PE, City Engineer
83 Broadway
Newburgh, New York 12550

*Re: City of Newburgh DPW Garage
Employee Benzene/Methylene Chloride Exposure Monitoring
Chazen Job No: 41448.00*

Dear Mr. Morris:

The Chazen Companies (Chazen) appreciates the opportunity to continue assisting the City of Newburgh (City) with individual 8-hour exposure monitoring for benzene and methylene chloride and 15-minute short term exposure monitoring for benzene for employees working at the DPW garage on Pierces Road, City of Newburgh. The scope below reflects input and continued dialogue with Mr. Mark Stipano, CIH, CSP, CSEA's Industrial Hygiene Specialist. Task number below follows prior Chazen Tasks.

Task 6 – Benzene & Methylene Chloride Exposure Monitoring

Chazen will provide and manage use of personal exposure monitoring badges for up to two 15-minute and 8-hour exposure evaluations on representative employees in the DPW garage. We will plan to use Assay Technologies 566 badges for methylene chloride and benzene, which are validated for STEL sampling as well as 8 hour sampling. One additional badge will be hung in the large interior work area as a reference air space sample. Short-term analysis will focus on potential exposure to benzene since it is our understanding that methylene chloride is not currently in use at the DPW garage, while benzene remains in use as a constituent of gasoline.

The City is asked to identify 1 to 2 representative employees to participate in this study who would be available on the same day for exposure monitoring. Chazen will secure 8-hour exposure badges to the volunteered employees at the beginning of their morning work shifts. Chazen will review their planned day's activities to select a 15 minute period of maximum potential vapor exposure for benzene; during this period Chazen will secure a second badge to these employees for 15 minute exposure evaluation.

Once the 15-minute and 8-hour exposure periods end, employee and reference area badges will be packaged for laboratory analysis by Chazen. The badges will be assigned Alpha-ID numbers rather than employee names to help manage employee privacy. Each badge will be analyzed for Benzene and Methylene Chloride. The lab will be asked on the Chain of Custody to provide results on separate sheets so individual results to be provided to each volunteering employee. Detection limits used by the lab have been confirmed to satisfy PESH/OSHA Permissible Exposure Limits (PEL) and Action Levels (AL) under an 8-hour Time-Weighted-Average (TWA) and Short Term Exposure Limit (STEL) scenario.

Chazen will record the evaluation exposure times (start and stop) and employee activity logs to prepare a summary letter which describes employee activities and sample data exposures, with attached laboratory data. The letter report will not reveal identities of the participating employees. The laboratory results will be compared to PEL and AL standards for 8-Hour TWAs and 15-minute STELs. In addition to completing Chazen's letter report, the individual employees will each be provided their individual results.

Task, Fee and Time Schedule Summary

Chazen proposes to complete this project for a Lump Sum fee of \$4900 for up to 2 employees. This work covers and assumes use and analysis of up to 5 badges (2 badges per employee plus 1 background sample), Chazen presence on site during a one day work shift to secure and remove 8-hour badges and identify suitable periods to deploy 15-minute badges, advance City assignment of volunteers, Chazen review of lab results compared to PEL, AL and STEL standards, Chazen review of activity logs from the selected employees as needed, Chazen preparation of an assessment letter report presenting all laboratory results without names, and Chazen preparation of individual results for participating employees. Additional employees can be included for an additional \$350 per employee.

For this work, Chazen is including professional services of a Certified Industrial Hygienist. Our fee includes CIH time to review the work scope, one conference call if needed with the project team of up to 1 hour, and assistance with preparation of the written report. If a CIH is needed on site for any meetings or other purposes, this is available to the City at an hourly rate of \$160, portal-to-portal from Albany plus mileage.

Tasks		Fee Basis		
Task No.	Task Description	Lump Sum Fee Bill	Time & Materials Estimate	Laboratory Fees
006	Benzene & Methylene Chloride Exposure Monitoring	\$4,900 for up to 2 participating employees	\$350 for any participating employees over 2	NA
Totals		\$4,900	\$0	NA
Total Estimated Cost		\$4,900		

The City has previously signed our standard professional services contract and our prior proposal outlining our monthly billing procedures. Your signature below authorizes the task above and agrees to the terms and conditions of our professional services contract. This proposal is good for 30 days. We understand that the City will select participating employees. Thank you again for the opportunity to be of service.

Sincerely,



Russell Urban-Mead, CPG
 Senior Hydrogeologist/VP Environmental Service
 cc: file

 Authorizing Signature and Date

RESOLUTION NO.: 90-2015

OF

APRIL 27, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AMENDMENT TO THE STREET LIGHTING AUTHORITY ORDER
WITH CH ENERGY GROUP, INC.

WHEREAS, it has become necessary to amend the Street Lighting Authority Order entered into with Central Hudson Gas & Electric Corporation n/k/a CH Energy Group, Inc., providing for the installation of one HPS5800 lamp on pole number 26489 located on Washington Street; and

WHEREAS, there will be a cost to the City of Newburgh of \$12.43 per quarterly period for this change;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached amendment to the Street Lighting Authority Order.

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

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy-6

ADOPTED

RESOLUTION NO.: 91- 2015

OF

APRIL 27, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A FENCE RENEWAL QUOTATION
SUBMITTED BY NATIONAL CONSTRUCTION RENTALS TO
PROVIDE FOR CHAIN LINK FENCE RENTAL AND ASSOCIATED MATERIALS
CURRENTLY IN PLACE AT THE LAKE STREET BRIDGE PROJECT AND SEVERAL
OTHER DEFICIENT BUILDING SITES THROUGHOUT THE CITY

WHEREAS, the City of Newburgh has undertaken the repair and rehabilitation of the Lake Street Bridge; and

WHEREAS, the City of Newburgh also has numerous deficient buildings that require chain link fence to be installed around the perimeter to protect the public from falling debris; and

WHEREAS, the City Council, by Resolution No.: 241-2014 of September 22, 2014, authorized bridge rental and associated costs in connection with the Lake Street Bridge Project ("Project"); and

WHEREAS, both the temporary Lake Street Bridge and the numerous deficient buildings located throughout the City require the ongoing installation of chain link fence sections and associated materials; and

WHEREAS, National Construction Rentals has submitted a 6-month fence renewal quotation to provide for 500 linear feet of 8 foot temporary chain link fence panels, sandbags and wheels to accommodate the project needs at a cost of \$2,427.41, with such funds being derived from A1440.0455; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a fence renewal quotation submitted by National Construction Rentals to provide for chain link fence rental in connection with the Lake Street Bridge Project.

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

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy-6

ADOPTED

4-2015



44 Hook Rd
Bayonne, NJ 07002
201-215-3362

Sales Representative Info:

Prepared By: GINA YURECKO

E-mail Address: GYURECKO@RENTNATIONAL.COM

Fax Signed Quote To: 201-215-3487

FENCE RENEWAL QUOTATION

NOTE: Renewal Contract CANNOT be processed until signed quote is returned and received.

Date: 04/15/2015

Company Name: CITY OF NEWBURGH				E-mail: EGARRISON@CITYOFNEWBURGH-NY.GOV			
Bld Requested By: LIZ				Other Phone:			
Company Phone: 845-569-7447				Fax Number:			
Job/Event Name: LAKE STREET BRIDGE				Site Contact Name:			
Job Address: LAKE ST/NYS ROUTE 32				Site Contact Phone:			
Cross Street: OVER QUASSAICK				Other info: JMORRIS@CITYOFNEWBURGH-NY.GOV			
Job City/State/Zip: NEWBURGH		NY		12550		Existing Account #: 30065720-0002	
Renewal Contract Length		From Date		To Date		Payment Terms	
6 MONTHS		Wed. Apr 08, 2015		Wed. Oct 7, 2015		** Prevailing Wage?	
						Yes	
#	Quantity	UOM	Description	Taxable	Unit Price	Amount	
1	500	LF	8' TEMPORARY PANELS	✓	\$4.49	\$2,245.00	
2	42	EACH	SANDBAGS	✓	\$0.00	\$0.00	
3	4	EACH	WHEELS	✓	\$0.00	\$0.00	
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
Notes:						Subtotal	\$2,245.00
						Sales Tax (8.125)	\$182.41
						Total	\$2,427.41
						Total Renewal Charge	
Please provide Address: _____							
billing information. City: _____ State: _____ Zip: _____							

** In the event that the above services are subject to prevailing wage laws, any penalties or increased wages not included in this estimate will be paid by the Lessee. Certified payroll is available upon request.

Customer's Signature: _____ Date: _____

Print Customer Name: _____ PO#: _____

RESOLUTION NO.: 92 - 2015

OF

APRIL 27, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT THE DONATION OF A 24 SEAT PASSENGER BUS
FROM VISCONTI LIMOUSINE FOR USE BY THE
CITY OF NEWBURGH RECREATION DEPARTMENT

WHEREAS, Visconti Limousine ("Visconti") has offered to donate a 24 seat passenger bus to the City of Newburgh; and

WHEREAS, Visconti is donating the vehicle as a way of showing support for the City of Newburgh and in particular the City of Newburgh Recreation Department; and

WHEREAS, the Recreation Department currently has no vehicles to transport equipment or participants in their programs, trips or events; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to accept such donation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to accept the 24 seat passenger bus being donated by Visconti Limousine, upon assurance by the Corporation Counsel that title and documentation are in order, with appreciation and thanks of the City of Newburgh.

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

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy-6

ADOPTED

RESOLUTION NO.: 93 - 2015

OF

APRIL 27, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ORANGE
FOR THE SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM TO
PROVIDE YOUNG PEOPLE TO WORK FOR THE CITY OF NEWBURGH
FOR THE SUMMER OF 2015

WHEREAS, the County of Orange is once again offering a Summer Youth Employment and Training Program for the purpose of providing meaningful work experience for participants; and

WHEREAS, the City of Newburgh has successfully applied for and has been awarded positions for 20 youth participants; and

WHEREAS, the City of Newburgh Recreation Department and other City Departments have expressed an interest in using this program to provide summer jobs for young people and service to the City of Newburgh; and

WHEREAS, this Council finds that entering into the attached agreement with Orange County for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement and other necessary documents with the County of Orange in order to participate in the Summer Youth Employment and Training Program which provides young people to work in the City for the Summer of 2015.

Mayor Kennedy pointed out that this is a great opportunity for our youth to have summertime jobs.

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

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy-6

ADOPTED

FF 93-2015

Summer Youth Employment Program
Worksite Agreement

Worksite# _____

Worksite Name: City of Newburgh

ALLOTTED SLOTS: 20

THIS SUMMER YOUTH EMPLOYMENT PROGRAM WORKSITE AGREEMENT ("Agreement") is entered into as of this 6 day of July, 2015, by and between the COUNTY OF ORANGE, a municipal corporation, by and through its EMPLOYMENT & TRAINING ADMINISTRATION, with its principal offices located at 18 Seward Avenue, Middletown New York ("COUNTY") and

City of Newburgh located at
83 Broadway, Newburgh, NY 12550 ("WORKSITE").

The WORKSITE shall implement the Summer Youth Employment Program ("SYEP") in accordance with the provision of this Agreement commencing July 6, 2015 and ending close of business on August 7, 2015 unless extended, in writing, by the mutual agreement of the parties hereto ("Term").

This Agreement consists of this Agreement, Schedule A – Worksite Supervisor, Schedule B – SYEP Participant Job Duties; and Schedule C – Secretary of the US Department of Labor SCANS Criteria. ETA shall deliver to WORKSITE a copy of the New York State Department of Labor Child Labor Laws, which copy are hereby incorporated into this Agreement by reference.

WORKSITE has requested, and the COUNTY will place, SYEP youth participants for meaningful work experience employment with the WORKSITE.

The terms and conditions of the SYEP Participant placements are as follows:

- I. **COUNTY RESPONSIBILITIES.** COUNTY, by and through its ORANGE COUNTY EMPLOYMENT & TRAINING ADMINISTRATION ("ETA"), shall:
 - 1. Monitor and evaluate SYEP youth participants ("SYEP Participants") assigned to WORKSITE.
 - 2. Monitor WORKSITE to determine its compliance with the terms and conditions of this Agreement, and recommend any corrective action necessary to continue this Agreement.
 - 3. Pay the wages of SYEP Participants assigned to WORKSITE and maintain all earnings, social security, and tax records related thereto.
 - 4. Procure and maintain Worker's Compensation coverage for SYEP Participants.
 - 5. Have no liability under this Agreement to WORKSITE, any SYEP Participant, or anyone else beyond the funds appropriated and available for this Agreement. This Agreement is made subject to and limited by the COUNTY's receipt of federal funds sufficient to sustain a county-wide program SYEP. COUNTY does not assume any

financial responsibility to sustain a SYEP Participant in lieu of federal funds availability.

II. **WORKSITE RESPONSIBILITIES**. WORKSITE shall:

1. Provide 20 jobs for SYEP Participants during the Term, which jobs shall be in accordance with the statement of duties attached hereto as Schedule B.
2. Neither ask, nor accept any monetary consideration for providing the services described herein.
3. Select its SYEP Participants on an equal basis regardless of ethnic background.
4. Ensure that the work experience of SYEP Participants is in accordance with the program objectives of the SYEP, which, among other things, is to provide youth with a real work experience that will enhance their skills and foster the development of good work habits.
5. Ensure a safe and healthy work environment for SYEP Participants.
6. Take all necessary measures to provide skill training wherever possible, and to the maximum extent practicable, contribute to the occupational development, upward mobility, and employability of the SYEP Participants. WORKSITE acknowledges that most SYEP Participants are unskilled.
7. Provide sufficient work to occupy the SYEP Participants during work hours and shall provide sufficient equipment and/or materials to enable SYEP Participants to carry out the work assignments.
8. Provide full-time adult supervision of assigned SYEP Participants ensuring that there is at least one adult supervisor for every twelve (12) SYEP Participants.
9. Maintain adequate attendance records in accordance with '*Participant Time and Attendance Procedures*' as established by ETA. Timesheets must be signed by both the WORKSITE supervisor and the SYEP Participant.
10. Participate in a brief Supervisor's Orientation as scheduled by ETA.
11. Provide the ETA staff with a written schedule of work hours for each SYEP Participant, which schedule(s) are hereby incorporated into this Agreement by reference.
12. Report to ETA any incidents / problems encountered by SYEP Participants and/or report any SYEP Participant who could benefit from special counseling.
13. Notify ETA immediately of any accident involving a participant.
14. Comply with all applicable federal, state, local child labor laws, rules and regulations, including the Workforce Investment Act of 1998 and regulations promulgated thereunder ("WIA").
15. Comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). No person shall, on the grounds of race, color, sex, religion, or national origin be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination.
16. Grant authorized ETA staff, representatives of the Local Workforce Investment Board, and representatives of any State or Federal agencies administering funds under WIA, at all reasonable times, access to and the right to visit, unannounced, WORKSITE locations to monitor the service provided by WORKSITE under this Agreement.
17. Comply with federal and state laws, rules and regulations prohibiting sectarian, partisan or religious services, counseling, proselytizing instruction, or influence to SYEP Participants. WIA funds shall not be used for the promotion of any religious activity or utilized for any religious purposes. The COUNTY retains the exclusive right and authority to determine whether or not the WORKSITE is, and remains, in compliance with this provision.

18. By its signature below, hereby acknowledges that if it is negligent in carrying out the terms and conditions of this Agreement, it may not be used in the SYEP at a future date, and / or will be held financially responsible for costs deemed illegal by auditors or monitors.

III. GENERAL PROVISIONS

1. Termination. The COUNTY may, by written notice to WORKSITE effective immediately, terminate this Agreement in whole, or in part, or remove any SYEP Participant from any WORKSITE location, at any time (a) for the COUNTY's convenience; (b) upon the failure of WORKSITE to comply with the terms or conditions of this Agreement or any federal, state or local law, rule or regulation, including WIA; or (c) in the event the federal funds supporting the SYEP are discontinued.
2. Independent Contractor. In performing the services under this Agreement WORKSITE shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the COUNTY. In accordance with such status as an independent contractor, WORKSITE covenants and agrees that neither it nor its employees or agent will hold themselves out as, nor claim to be officers or employees of the COUNTY, or of any department, agency or unit thereof by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY.
3. Subcontracting/Assignment. WORKSITE shall not assign any of its rights, interest, or obligations under this Agreement, or subcontract of the services to be performed by it under this Agreement. WORKSITE shall not reassign SYEP Participants to another WORKSITE location without the written permission of ETA.
4. Disputes. Except as otherwise provided by this Agreement, any dispute concerning a question of the fact arising from this Agreement, which is not disposed of by the mutual consent of the parties hereto, shall be decided by the ETA or by its duly authorized representative for final resolution.
5. Modification. COUNTY reserves the right to update or change the provisions of this Agreement as conditions or WIA so require.
6. Governing Law. This Agreement shall be governed by the laws of the State of New York. WORKSITE shall render all services under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.
7. Entire Agreement. The rights and obligations of the parties and their respective agents, successors and assigns shall be subject to and governed by this Agreement, including its schedules, which supersede any other understandings or writing between or among the parties.

INWITNESS WHEREOF, the parties have signed this Agreement on the date(s)
below written:

WORKSITE

By

(Signature of Authorized Official)

Print Name

(Title)

Date

COUNTY OF ORANGE

By:

Steven M. Neuhaus
County Executive

(Witness)

Date

SCHEDULE A -- WORKSITE SUPERVISOR

If any representative of the WORKSITE, other than Authorized Official will be signing youth timesheets for the WORKSITE, please have each supervisor sign below and specify their WORKSITE:

1. _____
 (Worksite Supervisor
 Signature) (Print Name) (Date)

2. _____
 (Worksite Supervisor
 Signature) (Print Name) (Date)

3. _____
 (Worksite Supervisor
 Signature) (Print Name) (Date)

4. _____
 (Worksite Supervisor
 Signature) (Print Name) (Date)

5. _____
 (Worksite Supervisor
 Signature) (Print Name) (Date)

6. _____
 (Worksite Supervisor
 Signature) (Print Name) (Date)

SCHEDULE B - SYEP Participant Job Duties

Pool Attendants

Duties will include the following:

- Enforce park recreation rules and equipment regulations
- Guide, conduct and maintain discipline
- Empty trash around pool, deck and pavilion areas
- Willing to learn and demonstrate procedures and safety techniques to children
- Other duties as assigned

Maintenance

Duties will include the following:

- General outside building maintenance
- Painting of benches, railings and doors
- Work with the maintenance staff
- Maintain daily maintenance routine

Camp Counselors

Duties will include the following:

- Participate in the activities with the children of the vacation camp
- Plan activities such as hikes, cookouts, etc
- Able to use materials and play tools to instruct the children
- Arts & Crafts
- Guide, conduct, and maintain discipline of campers
- Willingness to learn

Childcare Aides

Duties will include the following:

- Observe and monitor play activities
- Entertain children by reading/playing games
- Prepare and serve meals to children
- Accompany on walks and other activities
- Keep children quarters clean and tidy
- Demonstrate use of materials and tools to instruct children in arts & crafts
- Work on clean up line in dish room

Office Clerk

Duties will include the following:

- Prepare packets of information for distribution
- Photocopy
- Assist with filing
- Word Processing depending on the skill level

Day Laborers - DPW

Duties will include the following:

- Training and participation in sidewalk installation under the supervision of skilled staff
- Work as a team on site daily
- During bad weather, will participate in indoor maintenance activities under appropriate supervision

SCHEDULE C – Secretary of the US Department of Labor SCANS Criteria

**THE SECRETARY'S COMMISSION
ON ACHIEVING NECESSARY SKILL (SCANS)**

What skills will prepare our youth to participate in the modern workplace? What skill levels do entry-level jobs require? In 1990, the Secretary of the Department of Labor, established the Secretary's Commission on Achieving Necessary Skill (SCANS)

WHAT ARE WORKPLACE SKILLS?

To find meaningful work, youth need to master certain workplace skill. SCANS calls these essential "foundation skill" and "competencies".

Workers use foundation skills-academic and behavioral characteristics-to build competencies on.

Foundation skills fall into three domains:

- **Basic Skill**-reading, writing, speaking, listening, and knowing arithmetic and mathematical concept;
- **Thinking Skills**-reasoning, making decisions, thinking creatively, solving problems, seeing things in the mind's eye and knowing how to learn; and
- **Personal Qualities**-responsibility, self-esteem, sociability, self-management, integrity and honesty.

Competencies, however, more closely relate to what people actually do at work. The competencies the SCANS has identified fall into five domains:

- **Resources** - identifying, organizing, planning, and allocating time, money, materials, and workers
- **Interpersonal Skills** - negotiating, exercising leadership, working with diversity, teaching others new skills, serving clients and customers, and participating as a team member.
- **Information Skill** - using computer to process information and acquiring and evaluating, organizing, and maintaining, and interpreting and communicating information
- **Systems Skill** - understanding systems, monitoring and correcting system performance, and improving and designing systems; and
- **Technology Utilization Skills** - selecting technology, applying technology to a task, and maintaining and troubleshooting technology

RESOLUTION NO.: ~~94~~ 2015

OF

APRIL 27, 2015

RESOLUTION AMENDING RESOLUTION NO: 296 - 2014,
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$1,000.00 FROM LEGISLATIVE BODY-TRAVEL AND CONFERENCE
TO RECREATION-OTHER SERVICES

WHEREAS, the City Council allocated funds in the 2015 Budget to pay expenses associated with attending educational conferences; and

WHEREAS, Councilwoman Abrams wishes to donate her portion of said travel and conference funds to the Recreation Department to support recreational services for the community; and

WHEREAS, this Council finds that reallocating \$1,000.00 through a budget amendment to the Recreation Department is in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No: 296-2014, the 2015 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1010.0461 Legislative Body		
Travel and Conference	\$1,000.00	
A.7140.0448 Recreation - Other Services		\$1,000.00

Mayor Kennedy pointed out that Councilwoman Abrams has donated \$1000 of her travel allowance to the Recreation Department.

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

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy-6

ADOPTED

RESOLUTION NO.: 95 - 2015

OF

APRIL 27, 2015

A RESOLUTION DECLARING OLD COMPUTER EQUIPMENT AS SURPLUS AND
AUTHORIZING THE DISPOSAL OF THE COMPUTER EQUIPMENT PURSUANT TO
THE SURPLUS PROPERTY DISPOSITION POLICY
AND PROCEDURES

WHEREAS, the City of Newburgh Information Systems Technology Department has reported that it is in possession of the following old computer equipment; 142 desktops, 143 monitors, 20 servers, 10 laptops, 11 printers, 2 copiers, and 6 network switches which are no longer needed nor can they be of further use by or for City purposes; and

WHEREAS, it has been determined that said computer equipment cannot be used by any other department; and

WHEREAS, this Council has determined that disposing of the surplus computer equipment 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 said computer equipment be and are hereby declared to be surplus and of no further use to the City of Newburgh; and

BE IT FURTHER RESOLVED that said computer equipment shall be disposed of pursuant to the Surplus Property Disposition Policy and Procedures.

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

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy-6

ADOPTED

#95-15

123 Grand Street Inventory List - June 2014					
Equipment Type (PC with Monitor, Lap-top, Printer, Scanner)	Make	Model #	Serial #		
				Desktops=	142
				Servers=	20
Desktop	Dell	Optiplex 745	1K5DBD1	Laptop	10
Desktop	Dell	Optiplex 745	CK5DBD1	Printer	11
Desktop	Dell	Optiplex 745	6M5DBD1	Copier	2
Desktop	Dell	Optiplex 745	8L5DBD1	CRT	47
Desktop	Dell	Optiplex 745	6CL6BD1	LCD	96
Desktop	Dell	Optiplex 745	9M5DBD1	Switches	6
Desktop	Dell	Optiplex 745	8K5DBD1		
Desktop	Dell	Optiplex 745	2P50BD1		
Desktop	Dell	Optiplex 745	JK5DBD1		
Desktop	Dell	Optiplex 745	4N5DBD1		
Desktop	Dell	Optiplex 745	7M5DBD1		
Desktop	Dell	Optiplex 745	5N5DBD1		
Desktop	Dell	Optiplex 745	DM5DBD1		
Desktop	Dell	Optiplex 745	GM5DBD1		
Desktop	Dell	Optiplex 745	C8L6BD1		
Desktop	Dell	Optiplex 745	HL5DBD1		
Desktop	Dell	Optiplex 745	GK5DBD1		
Desktop	Dell	Optiplex 745	1DL6BD1		
Desktop	Dell	Optiplex 745	1M5DBD1		
Desktop	Dell	Optiplex 745	6K5DBD1		
Desktop	Dell	Optiplex 745	FL5DBD1		
Desktop	Dell	Optiplex 745	BCL6BD1		
Desktop	Dell	Optiplex 745	4M5DBD1		
Desktop	Dell	Optiplex 745	JBL6BD1		
Desktop	Dell	Optiplex 745	6N5DBD1		
Desktop	Dell	Optiplex 745	GCL6BD1		
Desktop	Dell	Optiplex 745	7CL6BD1		
Desktop	Dell	Optiplex 745	FZDP7D1		

Desktop	Dell	Optiplex 745	8ZDP7D1
Desktop	Dell	Optiplex 745	10FP7D1
Desktop	Dell	Optiplex 745	60FP8D1
Desktop	Dell	Optiplex 745	80FP7D1
Desktop	Dell	Optiplex GX620	7BLNGB1
Desktop	Dell	Optiplex GX620	HBLNGB1
Desktop	Dell	Optiplex GX620	F8LNGB1
Desktop	Dell	Optiplex GX620	G8LNGB1
Desktop	Dell	Optiplex GX620	78LNGB1
Desktop	Dell	Optiplex GX620	3CLNGB1
Desktop	Dell	Optiplex GX620	F8LNGB1
Desktop	Dell	Optiplex 755	JH050G1
Desktop	Dell	Optiplex 755	68VLDH1
Desktop	Dell	Optiplex GX520	GV5H3B1
Desktop	Dell	Optiplex GX520	JV5H3B1
Desktop	Dell	Optiplex GX280	36FRT61
Desktop	Dell	Optiplex GX280	H4PHV71
Desktop	Dell	Optiplex GX280	DWT8N51
Desktop	Dell	Precision 390	6XRW901
Desktop	Dell	Optiplex210L	DSXXCB1
Desktop	Dell	Optiplex210L	GSXXCB1
Desktop	Dell	Optiplex210L	4SXXCB1
Desktop	Dell	Optiplex210L	BSXXCB1
Desktop	Dell	Optiplex745	BZDP7D1
Desktop	Dell	Optiplex745	20FP7D1
Desktop	Dell	Optiplex745	30FP7D1
Desktop	Dell	GX620	97LNGB1
Desktop	Dell	GX620	G7LNGB1
Desktop	Dell	GX620	I8LNGB1
Desktop	Dell	GX620	29LNGB1
Desktop	Dell	GX620	D8LNGB1
Desktop	Dell	GX620	JZCPX91
Desktop	Dell	GX620	98LNGB1
Desktop	Dell	GX620	48LNGB1

Desktop	Dell	GX620	88LNGB1
Desktop	Dell	GX260	76MCY21
Desktop	Dell	GX260	88MCY21
Desktop	Dell	GX260	J6MCY21
Desktop	Dell	GX260	87MCY21
Desktop	Dell	GX260	46MCY21
Desktop	Dell	GX280	5YSD871
Desktop	Dell	GX280	C581L81
Desktop	Dell	GX280	2J3X071
Desktop	Dell	Dimension 8200	JQ15511
Desktop	Dell	Optiplex gx260	38MCY21
Desktop	Dell	Optiplex gx260	26MCY21
Desktop	Dell	Optiplex gx260	D6MCY21
Desktop	Dell	Optiplex gx260	G5MCY21
Desktop	Dell	Optiplex gx260	G7MCY21
Desktop	Dell	Optiplex gx260	49MCY21
Desktop	Dell	Optiplex gx2860	4XFZM11
Desktop	Dell	Optiplex gx280	56FRT61
Desktop	Dell	Optiplex gx280	F5FRT61
Desktop	Dell	Optiplex gx280	FZFRT61
Desktop	Dell	Optiplex gx280	2ZHLP61
Desktop	Dell	Optiplex gx280	BZQHV71
Desktop	Dell	Optiplex gx620	123MN81
Desktop	Dell	Dimension 8200	DLHMJ11
Desktop	Dell	Dimension 8200	5Q38D11
Desktop	IBM	6794 37U	KA9N34W
Desktop	IBM	6794 37U	KA9N32G
Desktop	IBM	6794 37U	KA9N33Y
Desktop	IBM	6794 37U	KA9N32D
Desktop	IBM	6794 37U	KA8T314
Desktop	IBM	6794 37U	KA9N33R
Desktop	IBM	6794 37U	KA9N31T
Desktop	IBM	6794 37U	KA9N35B
Desktop	IBM	6794 37U	KA9N34V

Desktop	IBM	6794 37U	KA8T351
Desktop	IBM	6794 37U	KA8R396
Desktop	IBM	6794 37U	KA9N31V
Desktop	IBM	6794 37U	KA9N33G
Desktop	IBM	6794 37U	KA9N34Z
Desktop	IBM	6794 37U	KA8T323
Desktop	IBM	6794 37U	KA8T459
Desktop	IBM	6794 37U	KA8T255
Desktop	IBM	6794 37U	KA8T371
Desktop	IBM	6794 37U	KA9N35A
Desktop	IBM	6794 37U	KA9N32N
Desktop	IBM	MT-M-8191-B2U	KCBT90A
Desktop	IBM	MT-M-8191-B2U	KCBT90B
Desktop	IBM	MT-M-8191-B2U	KCBT90D
Desktop	IBM	MT-M-8191-B2U	KCBT90G
Desktop	Acer	Power FH	64304683327
Desktop	IBM	6794-37U	KA8T310
Desktop	IBM	6794-37U	KA8T265
Desktop	Dell	DCDO	5QHN3K1
Laptop	HP	Compaq6730b	CNU913012P
Laptop	HP	Compaq6730b	CNU9278150
Laptop	HP	Compaq6730b	CNU9257WHV
Laptop	HP	Compaq6730b	CNU9301X5N
Laptop	Dell	Latitud D630	HXH20G1
Desktop	Acer	PowerFH	64306484727
Desktop	Acer	PowerFH	64302597527
Desktop	Acer	PowerFH	70202596827
Desktop	Acer	PowerFH	64304682327
Desktop	Acer	PowerS285	70603991827
Desktop	Dell	Dimension 9150	B33M891
Desktop	IBM	MT-M-8191-B2U	KCPT90C
Desktop	HP	Compaq 6000	NV501UTHABA
Server	Dell	PowerEdge 1600SC	3K9FY21
Server	Dell	PowerEdge 1500SC	D25R811

Server	Dell	PowerEdge 1950	F17X9D1
Server	Dell	PowerEdge 2950	6QXVSC1
Server	Dell	PowerEdge 2950	4Y5DBC1
Server	Dell	PowerEdge 2950	JWCZ9D1
Server	Dell	PowerEdge 2950	JC0DBC1
Server	Dell	PowerEdge 2850	BCP7Q91
Server	Dell	PowerEdge 1950	BCRJFC1
Server	Dell	PowerEdge 1950	JKM4YB1
Server	Dell	PowerEdge 1950	G17X9D1
Server	HP	ProLiant ML350	311525-001
Printer	Cannon	S600	K10198
Printer	HP	Laserjet 4200n	USGNX
Printer	HP	Laserjet 4200n	CNBX108806
Printer	HP	Laserjet 1300	CNBB436756
Printer	HP	Laserjet 4100TN	USBDF04561
Printer	HP	DeskJet C2693a	SGOBN130CG
Printer	HP	LaserJet 1320tn	CNRC66Q1BY
Printer	HP	DeskJet 1000c	SG7B3130N1
Copier	Minolta	EP4702	162268
Copier	HP	C4266A	JPBL77243
Laptop	Dell	Latitud D620	FHLY1B1
Laptop	Dell	Latitud E6400	40MCTL1
Laptop	Dell	PP18L	95K2VF1
Laptop	IBM	2652	GPAY9
Laptop	Dell	PP18L	6PFRDH1
Desktop	Dell	GX620	C9LNGB1
Desktop	Dell	GX620	99LNGB1
Desktop	Dell	GX620	FV5H3B1
Desktop	Dell	GX620	G8LNGB1
Desktop	Dell	Optiplex 745	5M5DBD1
Desktop	Dell	Optiplex 745	JZDP7D1
Desktop	Dell	Optiplex 745	2B80NC1
Desktop	Dell	Optiplex 745	70FP7D1
Desktop	Dell	Optiplex 745	D2DP7D1

Desktop	Dell	Optiplex 780	9WWR1P1
Server	Dell	Poweredge2800	3MLF461
Server	Dell	Poweredge 2800	F5M0861
Server	Dell	Poweredge 4600	N/a
Desktop	Dell	Optiplex 745	8B80NC1
Desktop	Dell	Optiplex 780	3WWR1P1
Desktop	Dell	Optiplex 760	DNT5BK1
Desktop	Dell	Optiplex GX280	35PHV71
Desktop	Dell	Optiplex GX620	HY3MN81
Desktop	Dell	Optiplex GX280	F4PHV71
Desktop	Dell	Optiplex GX280	3ZQHV71
Desktop	Dell	Optiplex GX280	1ZQHV71
Desktop	Dell	Optiplex GX280	HHQHV71
Printer	IBM	INFOPRINT 1312	N/a
Printer	IBM	INFOPRINT 1312	N/a
Printer	HP	Q3005A	CN3762B050
Server	N/a	N/a	QSVN82500515
Server	N/a	N/a	QSSL80303153
Server	Dell	EMS01	9WCZ9D1
Server	Dell	EMS01	4XCZ9D1
Server	Dell	EMS01	C002LC1
Switch	linksys	SLM2048	7QSOJ100252
Switch	Cisco	2950	F0C094W0B2
Switch	PowerDsine	7006G	N08320505000017A02
Switch	PowerDsine	7024G	N08320503000015A04
Switch	PowerDsine	7024G	N08320503000014A04
Switch	Sonicwall	CSM2200	0006B127B7B4

RESOLUTION NO.: 96-2015

OF

APRIL 27, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AND LEASE ADDENDUM WITH RICOH USA, INC. FOR THREE RICOH MPC3503 COPIERS FOR THE EXECUTIVE OFFICES, PLANNING AND DEVELOPMENT, AND RECREATION AT A COST OF \$578.82 PER MONTH FOR A PERIOD OF 60 MONTHS

WHEREAS, the City of Newburgh's Executive Offices, Department of Planning and Development and Recreation are in need of new lease agreements for copiers to perform their statutory duties, assigned tasks and day-to-day operations; and

WHEREAS, a review of available equipment and systems has identified RICOH MPC3503 Copiers to be the most appropriate and cost-effective alternative; and

WHEREAS, the cost of each copier is \$192.94 per month, for a total monthly cost of \$578.82, for a period of 60 months; and

WHEREAS, such funds are established and shall be derived from Budget Line A.1670.0400; and

WHEREAS, a copy of said Lease and Lease Amendment are attached hereto; and

WHEREAS, this Council has reviewed such agreements and have 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 is hereby authorized to execute a Lease and Lease Amendment in substantially the same form as annexed hereto so as to acquire three RICOH MPC3503 Copiers and related services from RICOH USA, Inc. according to the terms therein stated at the cost of \$578.82 per month for 60 months.

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

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy-6

ADOPTED

1196-15

IMAGE PLUS Management Product Schedule

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

Product Schedule Number: _____
Master Lease Agreement Number: _____

This 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 _____ (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 Kurkon			
Customer (Bill To) 83 Broadway				Billing Contact Name 83 Broadway			
Product Location Address Newburgh Orange NY 12550				Billing Address (if different from location address) Newburgh Orange NY 12550			
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 MPC3503
1	RICOH MPC3503

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

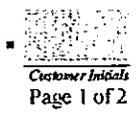
Minimum Term (months) 60	Minimum Payment (Without Tax) \$ 578.82	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____								
Guaranteed Minimum Images*^o <table border="1"> <tr> <th>Black/White</th> <th>Color</th> </tr> <tr> <td>15,000</td> <td>0</td> </tr> </table>	Black/White	Color	15,000	0	Cost of Additional Images^o <table border="1"> <tr> <th>Black/White</th> <th>Color</th> </tr> <tr> <td>\$.0067</td> <td>\$.05</td> </tr> </table>	Black/White	Color	\$.0067	\$.05	Meter Reading/Billing Frequency <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	
Black/White	Color										
15,000	0										
Black/White	Color										
\$.0067	\$.05										

* Based upon Minimum Payment Billing Frequency
^o Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

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: 2)

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."



2. You, the undersigned Customer, have applied to us to use 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 provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the terms and conditions on 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.** You acknowledge and agree that the Ricoh service commitments included on the "Image Management Plus Commitments" page attached to this Schedule (collectively, the "Commitments") are separate and independent obligations of Ricoh USA, Inc. ("Ricoh") governed solely by the terms set forth on such page. If we assign this Schedule in accordance with the Lease Agreement, the Commitments do not represent obligations of any assignee and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if we assign this Schedule in accordance with the Lease Agreement, our assignee will be, the party responsible for financing and billing this Schedule, including, but not limited to, the portion of your payments under this Schedule that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you expressly agree that Ricoh is an intended party beneficiary of your payment obligations hereunder, even if this Schedule is assigned by us in accordance with the Lease Agreement.

3. Image Charges/Meters: In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Schedule. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images by the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. 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.

<p>CUSTOMER</p> <p>By: X _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("Ricoh"). The words "you" and "your" refer to you, our customer. You agree that Ricoh alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Ricoh or, if Ricoh assigns the Product Schedule to which this page is attached in accordance with the Lease Agreement (as defined in such Product Schedule), Ricoh's assignee, is the party responsible for financing and billing the Image Management Plus Product Schedule. The Service Commitments are only applicable to the equipment ("Product") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Product is accepted by you and apply during Ricoh's normal business hours, excluding weekends and Ricoh recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

PRODUCT SERVICE AND SUPPLIES

Ricoh will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding public holidays. Ricoh will also provide the supplies required to produce images on the Product covered under the Image Management Plus Product Schedule (other than non-metered Product and soft-metered Product). The supplies will be provided according to manufacturer's specifications. Ricoh reserves the right to assess a reasonable charge for supply shipments, including overnight delivery. If Ricoh determines that you have used more supplies than the manufacturer's recommended specifications, you will pay reasonable charges for those excess supplies and/or Ricoh may refuse you additional supply shipments. Optional supply items such as paper, staples and transparencies are not included.

RESPONSE TIME COMMITMENT

Ricoh will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any Ricoh office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Product Schedule. Response time is measured in aggregate for all Product covered by the Image Management Plus Product Schedule.

UPTIME PERFORMANCE COMMITMENT

Ricoh will service the Product to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to Ricoh and will end when the Product is again Operational. You agree to make the Product available to Ricoh for scheduled preventative and interim maintenance. You further agree to give Ricoh advance notice of any critical and specific uptime needs you may have so that Ricoh can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments, "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

IMAGE VOLUME FLEXIBILITY AND PRODUCT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, Ricoh will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, Ricoh will present pricing options to conform to a new image volume. If you agree that additional product is required to satisfy your increased image volume requirements, Ricoh will include the product in the pricing options. The addition of product and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Plus Product Schedule that must be agreed to and signed by both parties to the Schedule. The term of the Amendment may not be less than the remaining term of the existing Image Management Plus Product Schedule but may extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of product may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

PRODUCT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, you may reconfigure the Product by adding, exchanging, or upgrading to an Item of Product with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment must be agreed to and signed by the parties to the Schedule, for a term not less than the remaining term of the existing Image Management Plus Product Schedule but may, in the case of an Amendment, extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. The Cost of Additional Images and the Minimum Payment of the new Image Management Plus Product Schedule will be based on any obligations remaining on the Product, the added product and new image volume commitment. Your Ricoh Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

PERFORMANCE COMMITMENT

Ricoh is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If Ricoh fails to meet any Service Commitments and in the unlikely event that Ricoh is not able to repair the Product in your office, Ricoh, at Ricoh's election, will provide to you either the delivery of a temporary loaner, for use while the Product is being repaired at Ricoh's service center, or Ricoh will replace such Product with comparable Product of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Service Commitments. Customer's exclusive remedy shall be for Ricoh to re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with Ricoh's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

ACCOUNT MANAGEMENT

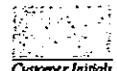
Your Ricoh sales professional will, upon your request, be pleased to review your product performance metrics on a quarterly basis and at a mutually convenient date and time. Ricoh will follow up within 8 business hours of a call or e-mail to one of Ricoh's account management team members requesting a metrics review. Ricoh will, upon your request, be pleased to annually review your business environment and discuss ways in which Ricoh may improve efficiencies and reduce costs relating to your document management processes.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local Ricoh office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. Ricoh is committed to responding to any questions regarding invoiced amounts for the use of the Product relating to the Image Management Plus Product Schedule within a 2 day timeframe. To ensure the most timely response please call 1-888-275-4566.

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Ricoh. Ricoh and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, Ricoh makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. In no event shall Ricoh be liable to you for any damages resulting from or related to any failure of any software, including but not limited to, loss of data or delay of delivery of services under these Service Commitments. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by Ricoh, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. To the extent allowed by law 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) arising from its failure to comply with any such legal requirements or obligations. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Product will ONLY be serviced by a "Rico Certified Technician". If any software, systems support or related connectivity services are included as part of these Service Commitments as determined by Ricoh, Ricoh shall provide any such services at your location set forth in the Image Management Plus Product Schedule as applicable, or on a remote basis. You shall provide Ricoh with such access to your facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services. You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoh may place automated meter reading units on imaging devices, including but not limited to the Product, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Ricoh agrees that such units will be used by Ricoh solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes.



Customer Initials

Page 1 of 1



[NEW YORK]

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

THIS ADDENDUM (this "Addendum"), dated as of the 15 day of April, 2015, is to that certain Master Lease Agreement no. _____ (the "Agreement"), dated as of the 15 day of April, 2015, 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 have the right to return 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

MASTER MAINTENANCE & SALE AGREEMENT

CUSTOMER INFORMATION					
Legal Name	Newburgh, City Of				
Bill To Address	83 Broadway				
City	Newburgh	State	NY	Zip Code	12550

This Master Maintenance & Sale Agreement ("Agreement") sets forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh") agrees to sell the specific equipment, software, and/or hardware ("Products") identified on an Order (defined below) entered into hereunder and/or provide the services identified on an Order ("Services") entered into hereunder to Customer (defined above) from time to time. Either party may terminate the "master" arrangement contemplated by this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order Form (each an "Order") placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any.

The following terms shall apply to all Service transactions:

1. **Services.** (a) In order to obtain Services from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an "Order"). Each Order must identify the specific equipment to be serviced, the term of the Service engagement, the location at which Services shall be performed and the applicable Service charges for such Order. Ricoh will not be responsible to provide Services for equipment, in the event the term or locations are not identified on the Order accepted by Ricoh.

(b) Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Failure to permit Ricoh to repair or replace the Serviced Products shall result in a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. Except for hard drives on Customer-owned equipment, all parts removed due to replacement will become the property of Ricoh.

(c) The Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) (unless covered under an extended hour service contract) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper or staples, unless expressly provided for in this Order; (vi) repairs and/or service calls resulting from attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; and (xi) repairs of damage or increase in service time caused by force majeure events. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Service calls will be made during 9:00am - 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "RicoH Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on RicoH Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. Customer is responsible for disconnecting, repairing and re-connecting unauthorized attachments or components.

3. **Reconditioning.** Reconditioning and similar major overhauls of Serviced Products may be covered by applicable manufacturer warranties, but are not covered by this Agreement or any Order. If Ricoh determines that such actions may be necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Serviced Products 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 Service Charges payable under the Order).

4. **Engineering Changes.** Engineering changes, determined applicable by Ricoh, will be controlled and installed by Ricoh. Engineering changes which provide additional capabilities to the Ricoh Equipment (defined below) covered herein will be made at Customer's request at Ricoh's applicable time and material rates then in effect.

5. **Term.** Each Order shall become effective on the effective date of the Order and shall continue for the term identified in the Order. At the expiration of the initial term or any extended term of the Order, it will automatically, subject to applicable law and without further action required by either party, renew for an additional twelve (12) month period, provided that Customer is not then in default. The contracted rate will be adjusted to Ricoh's then-prevailing rates, to be reflected in an automatic increase as of the renewal date, and Customer expressly consents to such adjustment without additional notice.

6. **Early Termination.** Customer may terminate any Order under this Agreement prior to its maturity so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. For an Order having an initial term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, the following early termination fee ("Termination Fee"): (i) if the

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termination occurs in months one (1) through twelve (12) of the term of such Order, an amount equal to twelve (12) times the "Monthly Service Charge" (as defined below) payable under such Order; (ii) if the termination occurs in months thirteen (13) through twenty-four (24), an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs anytime after the twenty-fourth (24th) month, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current term of such Order. For an Order having an initial term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the base Monthly Service Charge or the number of months remaining under the initial term of such Service Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in this Order; or (ii) in the event this Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

7. **Service Charges.** (a) Service charges ("Service Charges") will be set forth on an Order and will be payable by the Customer in advance. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) the Toner Inclusive Program (if applicable) is based on manufacturer supply consumption rates. Delivery of supplies will not exceed agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies. Customer agrees to pay when due, all taxes, where applicable, related to an Order, excluding taxes on the income of Ricoh. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailling expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the contract. Unless otherwise expressly agreed to in writing, if the term of this Order exceeds twelve (12) months, the Service Charges and any rate expressly set forth in any Order may be increased by Ricoh up to ten percent (10%) annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice.

8. **Use Of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Product or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Product. If so terminated, Customer will be offered Service on a "Per Call" basis at Ricoh's then-prevailing time and material rates.

(b) If Ricoh determines that Customer has used more supplies than the manufacturer's recommended specifications as provided by Ricoh, Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments. Customer agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, Ricoh reserves the right to estimate the meter readings from previous meter readings and Customer agrees to pay Service Charges based on such estimated meter reads. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings.

(c) 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. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades. The meter count and other information collected by @Remote ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. @Remote cannot and does not collect Customer document content or user information. Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to market research consultants in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. The @Remote technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to @Remote. In the event Customer does not rely on automatic meter reading devices or equipment monitoring services; Ricoh reserves the right to assess a surcharge for manual meter reads in addition to the Service Charges.

9. **Basic Connectivity Services.** If any software, system support or related connectivity Services are specifically set forth on an Order and accepted by Ricoh, Ricoh shall provide any such Services at the Customer's location set forth in the Order, as applicable, or on a remote basis. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such Services. Customer acknowledges that Ricoh's performance of any such Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order, as applicable. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

10. **IT Services and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh by executing and delivering to Ricoh an Order for acceptance and by executing a Statement of Work ("SOW") setting forth the specific services to be provided. The applicable Order applies to Ricoh IT Services or other professional services (the "ITS/PS Services"). Ricoh shall provide any such ITS/PS Services at the Customer's location(s) or on a remote basis as set forth in the SOW. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such ITS/PS Services. Customer acknowledges that Ricoh's performance of any

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such ITS/PS Services are dependent upon Customer's timely and effective performance of its responsibilities as set forth in the SOW. Estimated delivery and/or service schedules contained in any Order or SOW are non-binding estimates. Intellectual property rights, if any, arising from the ITS/PS Services provided under any SOW shall remain the property of Ricoh.

11. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

12. **Insurance.** At all times during the term of this Agreement, each party agrees to obtain and maintain in effect the following policies of insurance written as primary coverage and not contributing with or in excess of any coverage which each party may carry. These policies will be issued by an insurance carrier with a Best's rating of at least A, VII, which affords the following coverages through self insurance or otherwise: (a) Workers' Compensation Insurance for all such party's employees, including coverage under the applicable state and federal laws where the work will be performed. Each party shall also require that all of its subcontractors maintain similar Workers' Compensation coverage. (b) Employer's Liability Insurance, typically coverage B of the Workers' Compensation policy, with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease. Each party shall also require that all of its subcontractors maintain similar Employer's Liability coverage. (c) Commercial General Liability Insurance that includes the other party as an additional insured. Limits shall be a minimum of: \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$2,000,000 annual aggregate. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Each party shall also require that all of its subcontractors maintain similar general liability insurance. Customer shall provide satisfactory evidence of above coverage and failure to provide or request satisfactory evidence of said coverage does not represent a waiver of the requirements for insurance coverage noted above.

13. **Indemnification.** Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party, up to a maximum of \$1,000,000, to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

The following terms shall apply to all Product sale transactions:

14. **Order, Delivery and Acceptance.** In order to purchase Products from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an "Order"). Each Order must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products or Services for which such information is not provided in an Order accepted by Ricoh. Unless otherwise agreed upon by both parties in writing, (a) delivery of Products to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, actual delivery by such vehicle to Customer shipping point, shall constitute delivery to Customer, and (b) Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

15. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

The following terms shall apply to all transactions:

16. **Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply (a) if the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, or, (b) if the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications or (c) if a defective or improper

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non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) if the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR LOST PROFITS, LOSS OF REVENUE, OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT, OR THE SUBJECT MATTER HEREOF, OR THE USE OR PERFORMANCE OF THE RICOH EQUIPMENT OR THE LOSS OF USE OF THE RICOH EQUIPMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER, IF ANY, UNDER THIS AGREEMENT, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO RICOH THEREUNDER DURING THE ONE-YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Customer must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the third party supplier of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier.

17. **Data Management.** 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 Serviced Products, 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 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 Serviced Products 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.

18. **Payment; Risk of Loss; Taxes.** Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. All remedies hereunder or at law are cumulative; provided, however, that the sole remedy of Customer for any Services not performed in accordance with the Service terms set forth in this Agreement shall be the prompt and proper re-performance of such Services at no additional charge. Unless otherwise agreed upon by both parties in writing, Customer assumes all risk of theft, loss or damage, no matter how occasioned, to all Products covered by this Agreement following delivery by Ricoh to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, delivery by such vehicle to Customer shipping point. 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 Products and/or Services covered hereunder, other than income taxes of Ricoh.

19. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of ten (10) 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 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; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any renewal thereof. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the early termination fee described in the Early Termination Section above.

20. **Confidentiality; Non-Solicitation; Independent Contractors.** Except for the purposes set forth in the applicable Order, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

21. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation strikes, lockout,

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fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

22. Advice of Counsel. Customer represents and warrants that it has obtained or has had the opportunity to obtain the advice of legal counsel of its choice prior to executing this Agreement and thereby executes this Agreement knowingly and willingly after receiving such legal advice.

23. Governing Law; Entire Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement; supersedes all proposals, oral and written, and all other communications between the parties relating to the Products; and may not be amended except in writing signed by an officer or authorized representative of Ricoh. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements, including but not limited to, statements or representations made in sales presentations or sales proposals, by any Ricoh agent, employee or representative that differ in any way from the terms of this Agreement shall be given no force or effect. This Agreement shall be governed solely by these terms and conditions, notwithstanding the inclusion of any additional or different terms and conditions in any order document of any kind issued by Customer at any time. Purchase Orders issued by Customer for Products and/or Services from Ricoh, even if they do not expressly reference or incorporate this Agreement, shall be subject to this Agreement and service only to identify the Products and/or Service ordered and shall not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____

RESOLUTION NO.: 97 - 2015

OF

APRIL 27, 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
CALLING ON THE GOVERNOR, THE NEW YORK STATE ASSEMBLY AND
THE NEW YORK STATE SENATE TO ENACT
THE "ABANDONED PROPERTY NEIGHBORHOOD RELIEF ACT OF 2015"

WHEREAS, in the wake of the financial crisis of 2008, there has been a marked increase in New York State in the incidence of vacant and abandoned residential properties securing delinquent mortgages, which properties frequently fall into disrepair, thus devaluing neighboring properties and harming the larger community; and

WHEREAS, these vacant and abandoned residential properties have become a blight in the City of Newburgh and in many similarly situated neighborhoods across New York State because the properties are often boarded up, dilapidated, unsafe, inhabited by squatters or used for criminal purposes; and

WHEREAS, an accumulation in a community of vacant and abandoned residential properties that are not properly secured or maintained for extended periods can cause a marked decline in that community's real estate market and the state's property tax base; and

WHEREAS, there are documented instances of such properties being used by criminals to manufacture and/or distribute illegal drugs, thus leading to an increased likelihood of crime in and around the property and neighboring community; and

WHEREAS, the City of Newburgh and similarly situated municipalities across New York State are often forced to expend taxpayer funds to prevent vacant and abandoned residential properties from becoming a public hazard, thereby depleting limited local resources; and

WHEREAS, the City of Newburgh and similarly situated municipalities across New York State are often forced to expend taxpayer funds to investigate and determine the ownership, occupancy and foreclosure status of vacant and abandoned residential properties in order to ensure that, where applicable, the mortgagee is complying with current obligations under Federal, State and/or local law to secure and maintain the property, thereby further depleting limited local resources; and

WHEREAS, relevant provisions of existing State law, enacted in 2009, governing the maintenance of abandoned residential properties impose a duty on plaintiff-mortgagees to maintain vacant residential properties only *after* a judgment of foreclosure and sale has been entered by a court; and

WHEREAS, this recent State law has in many instances proven inadequate to address the growing number of vacant and abandoned properties falling into disrepair in the City of Newburgh and in many similarly situated municipalities across New York State because many such properties are not subject to a pending foreclosure action, and many that are subject to a pending foreclosure have not proceeded, and will not in the foreseeable future proceed, to a court judgment of foreclosure and sale; and

WHEREAS, there is evidence showing that many current and former New York homeowners have been misled into believing they need to leave their homes earlier in the foreclosure process than the law actually requires, thus resulting in even more vacant and abandoned residential properties throughout our communities; and

WHEREAS, the "Abandoned Property Neighborhood Relief Act of 2015" (A. 06932, S.04781) would help the City of Newburgh and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by creating a statewide registry of such properties that can be electronically accessed by such municipalities; and

WHEREAS, the "Abandoned Property Neighborhood Relief Act of 2015" would help the City of Newburgh and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by imposing a duty on mortgagees and their loan servicing agents to promptly report these properties to the statewide registry and take earlier, *pre-foreclosure*, action to identify, secure and maintain such vacant and abandoned properties; and

WHEREAS, the "Abandoned Property Neighborhood Relief Act of 2015" would help the City of Newburgh and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by providing a much needed and readily available source of information on vacant and abandoned residential properties to local officials throughout the State; and

WHEREAS, the "Abandoned Property Neighborhood Relief Act of 2015" would help the City of Newburgh and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by establishing an "Abandoned Property Neighborhood Relief Fund," comprised of civil penalties collected by the Attorney General in enforcement actions under the Act, which Neighborhood Relief Fund monies would be expended by the Attorney General in the form of Enforcement Assistance Grants to counties, cities, towns and villages to assist localities across the State in their own enforcement efforts under the Act; and

WHEREAS, the "Abandoned Property Neighborhood Relief Act of 2015" would help the City of Newburgh and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by also establishing a statewide toll-free hotline that community residents can use to report suspected vacant and abandoned properties to the Attorney General and receive information regarding the status of registered properties, including the identity of the mortgagee or agent responsible for maintaining them; and

WHEREAS, the "Abandoned Property Neighborhood Relief Act of 2015" would help the City of Newburgh and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by ensuring that homeowners are provided with clear and early notice that they are legally entitled to remain in their homes until ordered to leave by a court;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh hereby calls on the Governor, the New York State Assembly and the New York State Senate to promptly enact the "Abandoned Property Neighborhood Relief Act of 2015;" and

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to transmit certified copies of this Resolution to Governor Andrew Cuomo, N.Y. Assembly Member Frank Skartados and N.Y. Senator William Larkin.

Mayor Kennedy remarked that this is the Zombie Property Act, legislative action of the State Assembly to force the banks to take action on their recent foreclosures. It was not passed last year.

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

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy-6

ADOPTED

RESOLUTION NO.: 98 - 2015

OF

APRIL 27, 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING ITS INTENT TO BE LEAD AGENCY UNDER THE
STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) WITH RESPECT TO THE
NORTHEAST ORANGE COUNTY INTERMUNICIPAL WATER SUPPLY PROJECT,
DECLARING THE PROJECT TO BE AN UNLISTED ACTION, CONSIDERING
AN ENVIRONMENTAL ASSESSMENT FORM (EAF) AND REFERRING SAME
TO INVOLVED AND INTERESTED AGENCIES

WHEREAS, the City of Newburgh, the Town of Newburgh and the Town of New Windsor (the "Municipalities") share a particular interest in water supply and the prospects of constructing interconnections for sharing water supply and upgrading the City of Newburgh's water treatment facility (the "Northeast Orange County Inter-municipal Water Supply Project" or "Project") which would serve the subject municipalities and their municipal customers of the Town of Cornwall and the Town of Marlboro in the Northeast section of Orange County and Southern Ulster County and would provide a sustainable return on investment for all involved parties; and

WHEREAS, the City of Newburgh is identified as the primary existing water supplier in the Northeast Orange County Water Supply Feasibility Study, dated November 2010; and

WHEREAS, by Resolution No. 263-2010 of November 22, 2010, Resolution No. 136-2012 of August 12, 2012 and Resolution No. 119-2014 of May 12, 2014, the City Council of the City of Newburgh authorized participation in a number of joint activities with the Orange County Water Authority and the Municipalities seeking funding for the Project; declaring its intention to enter into inter-municipal agreements in connection with the Project; and adopting the findings, conclusions and recommendations of the Northeast Orange County Water Supply Project Facility Plan dated April 2014; and

WHEREAS, the City of Newburgh proposes to undertake the Northeast Orange County Inter-municipal Water Supply Project in compliance with the terms of State law and does hereby wish to review the project in accordance with the State Environmental Quality Review Act (SEQRA); and

WHEREAS, in compliance with SEQRA, the City Council of the City of Newburgh wishes to declare its intent to assume Lead Agency status, classify the project as an Unlisted action

requiring a coordinated review, proposes to accept an Environmental Assessment Form ("EAF") and refer the EAF to the involved and interested agencies;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York as follows:

1. That the City Council of the City of Newburgh hereby declares its intent to assume Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. That this Council classifies the action as an Unlisted for which a coordinated review is necessary; and
3. That this Council proposes to accept the Environmental Assessment Form ("EAF") attached hereto; and
4. That this Council authorizes the City Manager to circulate said Long Environmental Assessment Form to "Involved Agencies" and "Interested Agencies".

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

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy-6

ADOPTED

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Northeast Orange County Inter-municipal Water Supply Project		
Project Location (describe, and attach a general location map): City of Newburgh and the Towns of Newburgh and New Windsor		
Brief Description of Proposed Action (include purpose or need): As described in the Northeast Orange County Water Supply Project Facility Plan, the City of Newburgh and the Towns of Newburgh and New Windsor, & through them the Towns of Marlborough and Cornwall, are dependent on the NYC aqueduct system for which shutdowns are planned. Interconnections are proposed between the City of Newburgh and the Towns of Newburgh and New Windsor that will allow the three water systems to operate relatively independent of the NYC aqueduct system; provide for water supply capacity to address times when the NYC aqueduct supply is unavailable, provide for improved reliability among all three municipal supplies (and Marlborough and Cornwall) and provide additional water supply capacity to address future growth projected in northeast Orange County. NYCDEP is proposing to provide funding to be used towards designing the Tri-Municipal interconnections. Three interconnections are proposed: a 5,600 foot interconnection between Washington Lake WTP and the Towns of Newburgh and New Windsor on Route 300; a 150 linear foot interconnection between Town of Newburgh High Zone and Town of New Windsor Stewart Airport Zone; and a 2,900 linear foot interconnection between City of Newburgh and Town of New Windsor at Lake Street. A continuation of the description of the proposed action, including a map, is annexed as Attachment 'A'.		
Name of Applicant/Sponsor: City of Newburgh as lead agency	Telephone: 845-569-7353	
	E-Mail: mclaravino@cityofnewburgh-ny.gov	
Address: 83 Broadway		
City/PO: Newburgh	State: NY	Zip Code: 12550
Project Contact (if not same as sponsor; give name and title/role): Michael Ciaravino, City Manager, City of Newburgh	Telephone: 845-569-7353	
	E-Mail: mclaravino@cityofnewburgh-ny.gov	
Address: 83 Broadway		
City/PO: Newburgh	State: NY	Zip Code: 12550
Property Owner (if not same as sponsor):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	City Council (N); Town Boards (N&NW); for funding, undertaking, zoning. See Att "B"	unknown
b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission	Towns of Newburgh and New Windsor for site plan approval. See Att "B"	unknown
c. City Council, Town or <input type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYC for funding agreement See Att "B"	unknown
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Orange County DOH for municipal water supply connections. See Att "B"	unknown
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEC for water supply, wetlands permits; DOT for highway work permits; see Att "B"	unknown
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	USACOE for general permit, wetlands, 404 cert. See Att "B"	unknown
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s):	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
Commercial and residential

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? Protection or Washington Lake water quality in mitigation for increased use

C.4. Existing community services.

a. In what school district is the project site located? Newburgh Enlarged City School District,

b. What police or other public protection forces serve the project site?
City or Newburgh Police Department. Town of Newburgh Police Department. Town of New Windsor Police Department

c. Which fire protection and emergency medical services serve the project site?
Various fire departments

d. What parks serve the project site?
many Town and City parks

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? installation of pipelines, pump stations and interconnection of water supply systems and mitigation for impacts on Washington Lake

b. a. Total acreage of the site of the proposed action? 3,000 linear feet acres
 b. Total acreage to be physically disturbed? 3,000 linear feet acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 3,000 linear feet acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % NA Units: NA

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed?
 iv. Minimum and maximum proposed lot sizes? Minimum Maximum

e. Will proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: 12 months
 ii. If Yes:
 • Total number of phases anticipated
 • Anticipated commencement date of phase I (including demolition) month year
 • Anticipated completion date of final phase month year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
 iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? laying pipelines
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): 1-3,000 cu. yds.
 • Over what duration of time? 12 months
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
excavation to lay pipeline along or under roadway. Material will be replaced after pipeline is laid.
 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____
 v. What is the total area to be dredged or excavated? 3,000 linear feet acres
 vi. What is the maximum area to be worked at any one time? unknown acres
 vii. What would be the maximum depth of excavation or dredging? 10 feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan:
Material will be replaced after pipeline is laid and surface paving restored

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Proposed action will result in drawdown of Washington Lake and possibly drawdown of nearby wetland adjacent to Thruway, and possibly Brown's Pond, located in the Towns of Newburgh and New Windsor

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
Proposed action will result in drawdown of Washington Lake and possibly drawdown of nearby wetland adjacent to Thruway, and possibly Brown's Pond, located in the Towns of Newburgh and New Windsor

iii. Will proposed action cause or result in disturbance to bottom sediments? Yes No
 If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
 If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/terbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
 If Yes:

i. Total anticipated water usage/demand per day: 8.85 M. gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
 If Yes:

- Name of district or service area: City of Newburgh
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: See description of proposed action at Part IA.
- Source(s) of supply for the district: Washington Lake, Brown's Pond, Catskill Aqueduct

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: N.A. gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
 If Yes:

i. Total anticipated liquid waste generation per day: unknown gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): alum sludge

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
 If Yes:

- Name of wastewater treatment plant to be used: City of Newburgh Wastewater Treatment Plant
- Name of district: City of Newburgh – upgrade needed for sludge processing
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/dccrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade to, an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 8 am to 5 pm _____ • Saturday: _____ 8 am to 5 pm _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ continuous _____ • Saturday: _____ continuous _____ • Sunday: _____ continuous _____ • Holidays: _____ continuous _____
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<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration: <u>excavators, machinery during construction. see hours above.</u></p>
<p>ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe: _____</p>
<p>n. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____</p>
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe: _____</p>
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p>
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time: _____ (e.g., month, year)</p> <p>iii. Generally describe proposed storage facilities: _____</p>
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s): _____</p>
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No.
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): _____
 ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			no change
• Forested			no change
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			no change
• Agricultural (includes active orchards, field, greenhouse etc.)			no change
• Surface water features (lakes, ponds, streams, rivers, etc.)			no change
• Wetlands (freshwater or tidal)			no change
• Non-vegetated (bare rock, earth or fill)			no change
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 IF Yes,
 i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
 IF Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: Washington Lake 30'; Brown's Pond 36' feet
 • Dam length: Washington Lake 2300'; Brown's Pond 560' feet
 • Surface area: Washington Lake 168; Brown's Pond 300 acres
 • Volume impounded: Washington L 3275 af; Brown's P 1538 af gallons OR acre-feet
 ii. Dam's existing hazard classification: Washington Lake – C High Hazard; Brown's Pond – C High Hazard
 iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 IF Yes:
 i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 IF Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 IF Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): See Att "C"
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): See Att "C"
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
Unknown

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ see Att "C" feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site: see Att "C" _____ %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: see Att "C" feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: see Att "C" _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name see Att "C" _____ Classification _____
- Lakes or Ponds: Name Washington Lake, Brown's Pond _____ Classification _____
- Wetlands: Name see Att "C" _____ Approximate Size _____
- Wetland No. (if regulated by DEC) see Att "C" _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100 year Floodplain? Yes No

k. Is the project site in the 500 year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: Principal aquifer See Att "C" _____

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____ see Att "C" _____ _____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres</p>	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No see Att "C"</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No see Att "C"</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ _____</p>	
E.3. Designated Public Resources On or Near Project Site	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No i. If Yes: acreage(s) on project site: _____ ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input checked="" type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: <u>Belknap stone house see Att "C"</u>	
<i>iii.</i> Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: _____	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
<i>iii.</i> Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name City of Newburgh Date _____

Signature _____ Title City Manager

FULL ENVIRONMENTAL ASSESSMENT FORM
ATTACHMENT "A"

PROPOSED ACTION: TRI-MUNICIPAL INTERCONNECTIONS
FOR BACKUP WATER SUPPLY

NAME OF APPLICANT: CITY OF NEWBURGH

CONTINUATION OF: PART 1.A

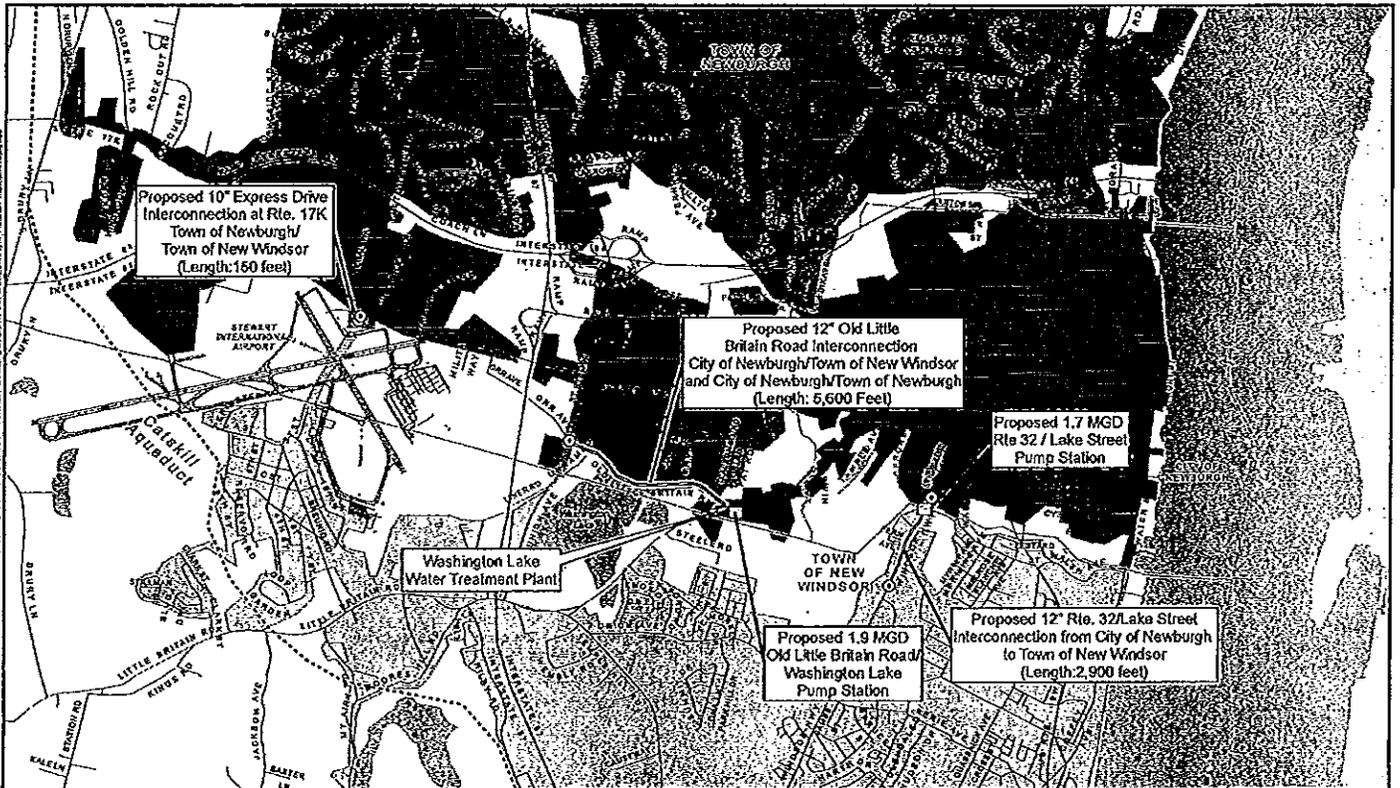
ATTACHMENT "A"

Continuation of Description of Proposed Action (Part 1-A)

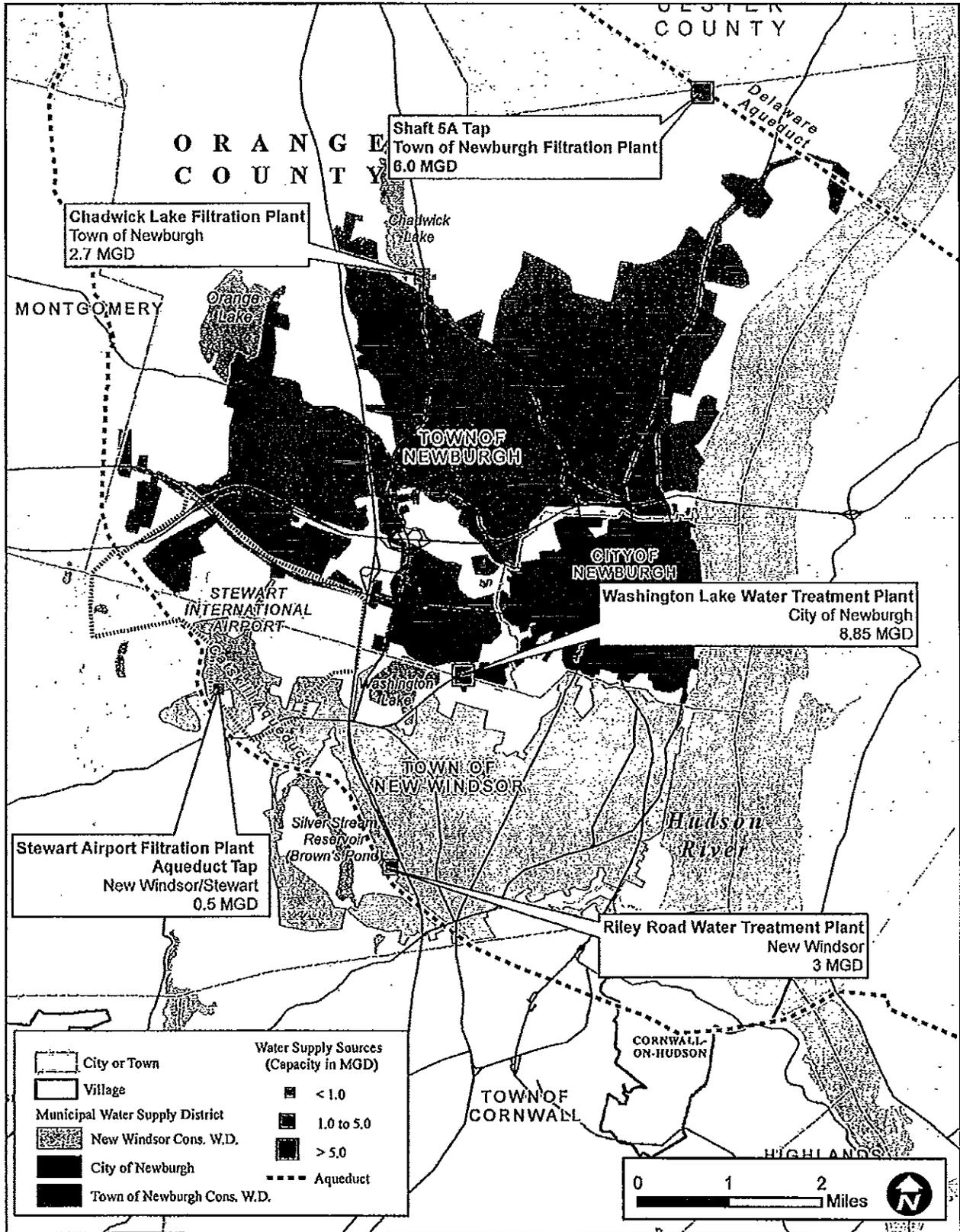
As described generically in Section 5.1 of the Northeast Orange County Water Supply Project Facility Plan (Washington Lake Water Treatment Plant Upgrades), and in addition to the description at Part 1-A, the proposed action includes the following:

1. Design and selection of a fifth constant speed spare Raw Water Pump to replace the existing Raw Water Pump No. 3. Analyze the impact of scour on internal piping for the required duration of raw water pumping.
2. Review of the mixing energy for the flash mix tanks.
3. Analysis of the sedimentation tanks for conformance with 10 States Standards, including maximum recommended velocity and settling time. Design retrofit accordingly for plate settlers and alternative means of sludge collection (ie. hoseless Cable-Vac).
4. Design of gates along both sides of the orifices from the influent channel to the eastern sedimentation basins. Perform Computational Fluid Dynamic (CFD) modeling to verify the sedimentation basin influent channel improvements necessary to control flow distribution. Analyze the basins' capability for higher loading rates and obtain approval for such operation if appropriate.
5. Design and selection of either a spare pump, or a design to replace the existing Finished Water Pump No.1 with a higher rate pump to provide redundancy.
6. Review and analyze the existing filter media to assess impacts of higher flow rates. Design new filter underdrains. Design and specify new filter media if necessary.
7. Analyze bulk storage of Sodium Hypochlorite and design modifications to system or additional storage as necessary. Provide recommendations for any upgrades to the pumps related to the Sodium Hypochlorite.
8. Design and specify a bulk storage tank for phosphate to provide 30-day storage for future flow conditions.
9. Design and specify large capacity PACL, PAC and KMNO₄ pumps to accommodate future flow conditions. Also, specify standby or redundant spare pumps as appropriate.
10. Perform a Tracer Study to determine disinfection credit (CT) and assess Giardia and virus inactivation. Provide locations and schematics for additional sampling points within the plant for the purposes of measuring chlorine residual prior to the first user.

11. CCTV, prepare condition assessment, and provide remediation designs as necessary for the sewer pipe which receives discharge water from the Water Treatment Plant to the point of connection to the West Trunk Sewer.
12. Perform dive inspection on the Washington Lake Gatehouse and provide detailed condition assessment inclusive of gates, valves, intake piping, etc. Perform CCTV of intake piping from Gate House to WTP. Perform capacity assessment of structure. Perform dive inspection on abandoned North Gatehouse to confirm correct abandonment of intake piping. CCTV as necessary.
13. Design and specify dewatering centrifuge or other method as appropriate to most efficiently collect, treat and remove sludge from the Plant.
14. Investigate the cause of a turbidity spike which occurred in 2012 and provide recommendations as appropriate.
15. Evaluate Total Organic Carbon removal and the effects on generation of disinfection byproducts. Evaluate the possibility for disinfection byproduct violations and provide design alternatives to remediate the condition.
16. Coordinate with WTP Operator and staff to operate Plant at anticipated flow production levels to assess hydraulic capacity and evaluate other treatment plant processes at the increased rate.
17. Develop draft watershed protection measures inclusive of proposed zoning code changes, SDS inspection and maintenance programs, and other measures by working with the City of Newburgh to identify key areas of hazards and potential for contamination within the watershed that could affect the water to be made available to the Municipalities.
18. Develop and review easements, agreements and associated engineering, legal, title and survey work related to this water sharing project.



<p>Orange County Water Authority Northeast Water Supply Project Facility Plan</p>	Proposed Interconnection Point Proposed Interconnection Line Water Treatment Plant	Proposed Pump Station Aqueduct	Municipal Water Supply District New Windsor Cons. W.D. City of Newburgh W.D. Town of Newburgh Cons. W.D.	N 0 0.5 1 Miles	<p>Figure 14 Northeast Orange County Proposed Interconnections April 2014</p>
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FULL ENVIRONMENTAL ASSESSMENT FORM
ATTACHMENT "B"

PROPOSED ACTION: TRI-MUNICIPAL INTERCONNECTIONS
FOR BACKUP WATER SUPPLY

NAME OF APPLICANT: CITY OF NEWBURGH

CONTINUATION OF: PART 1.B

ATTACHMENT "B"

Table A-1: List of Potential Permits and Approvals

Agency	Permit/Approval	Code Reference	Threshold	Regulated Activity
Federal				
U.S. Army Corps of Engineers	Section 404 - Clean Water Act (NWP 12)	33 CFR Part 330	1/2 acre of fill within waters of the US, 200 linear feet of stream	Work within Waters of the US resulting in greater than ½ acre of fill into waters of the US or 200 linear feet of streams.
U.S. Army Corps of Engineers	Section 404 - Clean Water Act (NWP 33)	33 CFR Part 330	200 linear feet of stream	Work within Waters of the US resulting in greater than ½ acre of fill into waters of the US or 200 linear feet of streams.
State				
New York State Department of Environmental Conservation	401 Water Quality Certification	33 CFR Part 330	N/A	Placement of fill or activities that result in discharges into jurisdictional waterbodies.
New York State Department of Environmental Conservation	Natural Heritage Program Consultation	6 NYCRR 617	N/A	SEQRA review and application for state and federal permits.
New York State Department of Environmental Conservation	Freshwater Wetlands Permit	Article 24 of Environmental Conservation Law	N/A	Work or fill within mapped NYSDEC wetlands and/or the 100 foot adjacent area.
New York State Department of Environmental Conservation	Incidental Take Permit	6 NYCRR 182	N/A	Any activity that is likely to result in the take or a taking of any species listed as endangered or threatened
New York State Office of Parks, Recreation and	Consultation	6 NYCRR 617	N/A	SEQRA review and any activity that is likely to result in impacts to

Table A-1: List of Potential Permits and Approvals

Agency	Permit/Approval	Code Reference	Threshold	Regulated Activity
Historic Preservation				archeologically sensitive areas and places listed on the National Register of Historic Places.
New York State Department of Environmental Conservation	SEQRA Determination	6 NYCRR 617	N/A	Any Project including Type I or Unlisted actions.
New York State Department of Environmental Conservation	SWPPP - SPDES General Permit	6 NYCRR 750	1 Acre soil disturbance	Construction activities resulting in soil disturbance on 1 acre or more.
New York State Department of Transportation	Highway Work Permit Application for Utility Work	17 NYCRR 128	N/A	Work within a State Highway.
New York State Department of Transportation	Special Hauling Permit	17 NYCRR Section 385	See Legal Length and Weight Limits on form PERM 71	Hauling oversized or over weight loads.
New York State Department of State	Coastal Zone Consistency Assessment	15 CFR 930	N/A	Project is located within the Coastal Area Boundary.
New York State Department of Health	Approval of Plans for Public Water Supply Improvement	10 NYCRR Part 5	N/A	Addition or modification of water supply systems.
County				
Orange County Department of Public Works	Special Hauling Permit	17 NYCRR Section 385	See Legal Length and Weight Limits on form PERM 71	Hauling oversized or over weight loads.

Table A-1: List of Potential Permits and Approvals

Agency	Permit/Approval	Code Reference	Threshold	Regulated Activity
Orange County Department of Public Works	Permit for work on County Road	Section 136 of Highway Law	N/A	Work within a County Road.
Local				
City of Newburgh	Building Permit	City Code 122	N/A	Construction of buildings or structures.
City of Newburgh	Street Opening Permit	City Code 263-14	N/A	Work performed within a City roadway.
Town of New Windsor	Building Permit	Town Code 107-4	N/A	Construction of buildings or structures.
Town of New Windsor	Soil erosion and sediment control flow and/or a SWPPP	Town Code 249-4	N/A	Any project requiring a building permit or site plan approval.
Town of New Windsor	Road Opening Permit	Town Code 252-50	N/A	Work performed within a Town roadway
Town of Newburgh	Building Permit	Town Code 71-8	N/A	Construction of buildings or structures.
Town of Newburgh	Stormwater Management Plan	Town Code 157-4	N/A	Any project requiring a building permit or site plan approval.
Town of Newburgh	Clearing and Grading Permit	Town Code 83-6	N/A	Clearing, grading, excavation, filling and site preparation within wetlands, 100-foot adjacent areas, and 100-YR floodplains.

1.1.6 Federal Permits and Approvals

Wetlands and watercourses (collectively called “Waters of the United States”) are regulated by the United States Army Corps of Engineers (USACE) and subject to regulation by the Clean Water Act. No NWI wetlands or watercourses were identified upon review of the NWI maps, however, any wetland or watercourses identified during a field investigation would be regulated as “Waters of the United States.”

FULL ENVIRONMENTAL ASSESSMENT FORM
ATTACHMENT "C"

PROPOSED ACTION: TRI-MUNICIPAL INTERCONNECTIONS
FOR BACKUP WATER SUPPLY

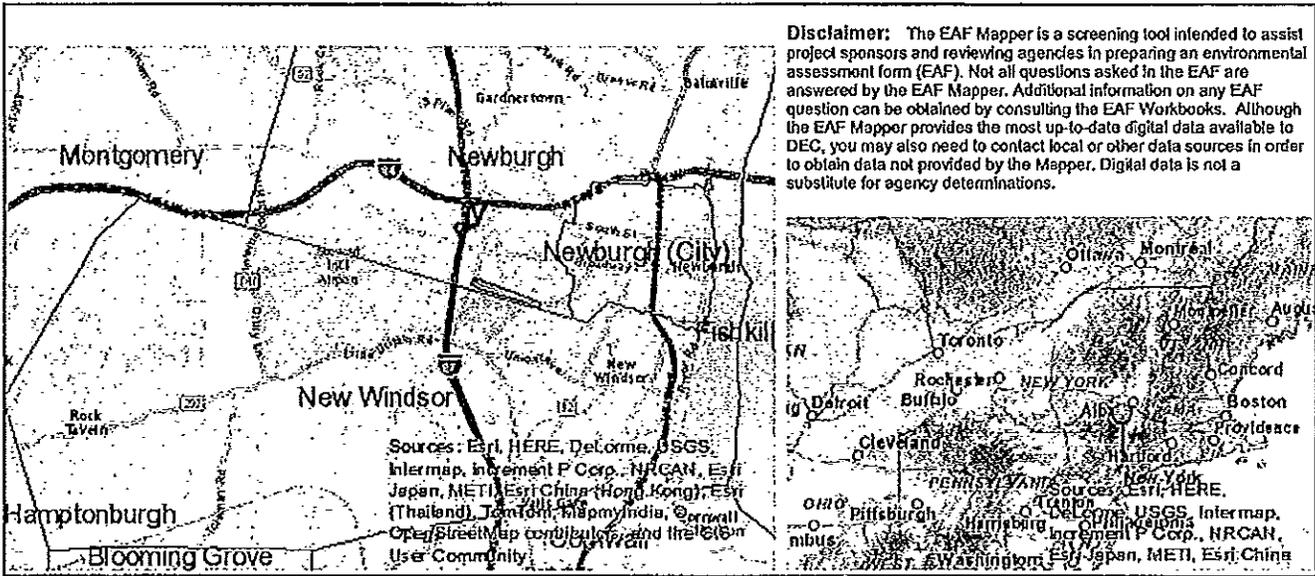
NAME OF APPLICANT: CITY OF NEWBURGH

CONTINUATION OF: PART 1.D & E

EAF Mapper Summary Report

OLD LITTLE BRITAIN ROAD

Wednesday, April 22, 2015 10:18 AM

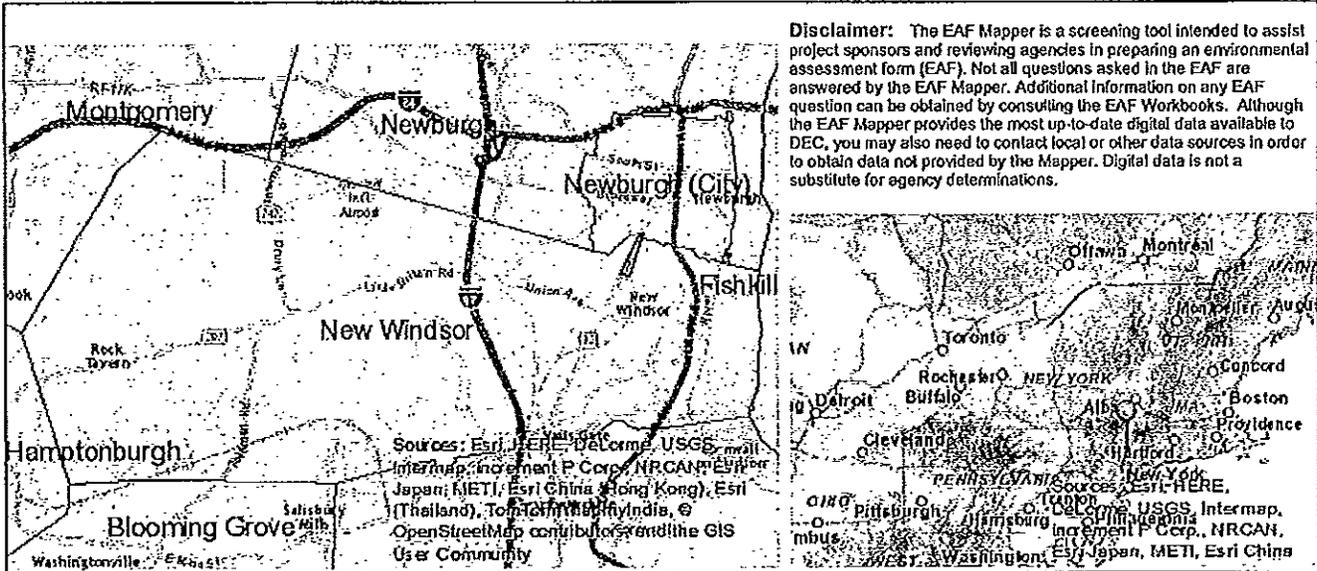


B.1.i [Coastal or Waterfront Area]	No
B.1.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	Remediation Sites:V00312
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	V00312
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	V00312, 336037, 336019
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No

E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

EAF Mapper Summary Report

Wednesday, April 22, 2015 10:14 AM

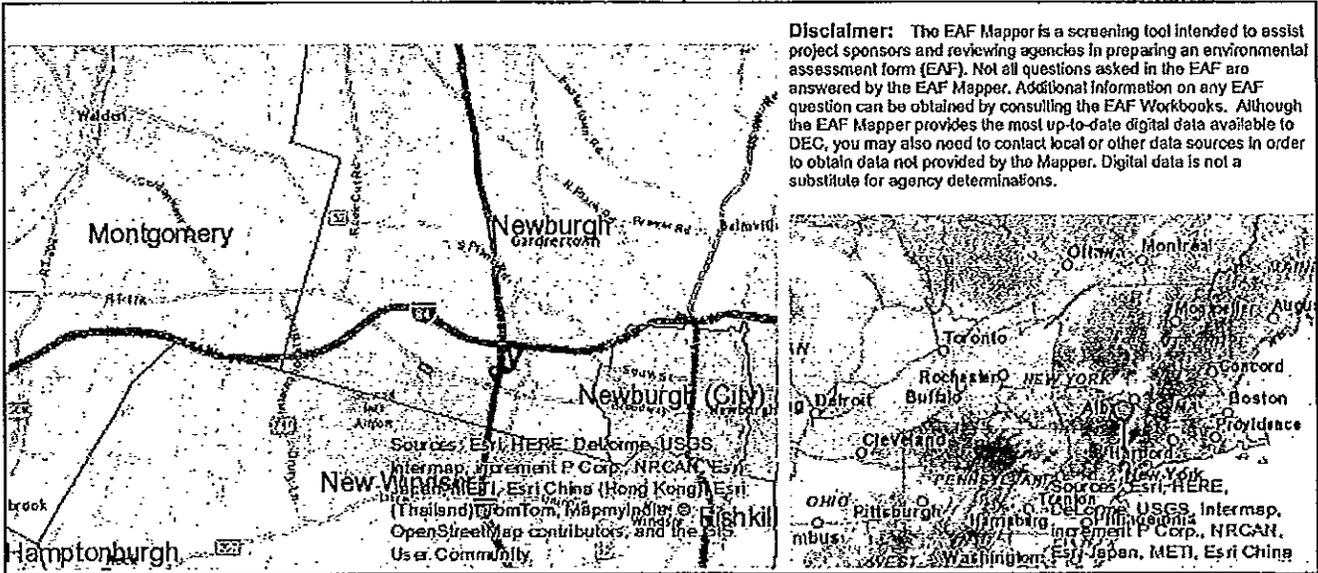


B.1.i [Coastal or Waterfront Area]	Yes
B.1.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	336076, V00135
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No

E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

EAF Mapper Summary Report

Wednesday, April 22, 2015 10:23 AM



B.1.i [Coastal or Waterfront Area]	No
B.1.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.ii [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	Belknap Stone House
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

RESOLUTION NO.: 99 - 2015

OF

APRIL 27, 2015

A RESOLUTION DESIGNATING MOBILE LIFE SUPPORT SERVICES, INC.
AS THE DESIGNATED PROVIDER OF EMERGENCY MEDICAL SERVICES
FOR THE CITY OF NEWBURGH IN ACCORDANCE WITH THE TERMS OF
AN AGREEMENT BETWEEN THE PARTIES AND AUTHORIZING THE
CITY MANAGER TO EXECUTE A RENEWAL OF SAID AGREEMENT

WHEREAS, by Resolution No. 73 - 2006 of April 10, 2006 the City of Newburgh entered into a contract with Mobile Life Support Services, Inc. ("MLSS") to provide Emergency Medical Services ("EMS") in and for the City of Newburgh; and

WHEREAS, by Resolution No. 68-2011 of March 28, 2011, the City of Newburgh renewed the contract with MLSS for an additional 2 year agreement in the form attached hereto; and

WHEREAS, by Resolution No. 59-2013 of March 25, 2013, the City of Newburgh renewed the contract with MLSS for an additional 2 year agreement in the form attached hereto; and

WHEREAS, the parties wish to designate MLSS as the provider of EMS for the City of Newburgh and renew the terms of said agreement for another two year term on condition that MLSS will continuously provide its resources sufficient to meet the EMS needs of the City of Newburgh and its citizens; and

WHEREAS, the City of Newburgh shall not be liable for any costs or expenses to MLSS in this regard; and

WHEREAS, a copy of such agreement is annexed hereto and made a part of this resolution; and

WHEREAS, the City Council has examined such agreement and determined it to be 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 is hereby authorized to execute and enter into an agreement with Mobile Life Support Services, Inc. in the form attached hereto.

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

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy-6

ADOPTED

49-205

LICENSE AGREEMENT

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

WITNESSETH THAT:

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

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

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

First: Licensor hereby gives to Licensee and Licensee's officers, employees, and agents, upon the conditions hereinafter stated, the non-exclusive license or privilege of entering upon certain classroom space located at 22 Grand Street, Newburgh, New York, as described on Schedule A hereto attached hereto (the "Classroom Space"), for training purposes on an as-available basis, for a term of two (2) years commencing on April 1, 2015 and terminating on March 31, 2017. Such training shall include but not be limited to CPR, First Aid, and EMS Certification programs for the benefit of both City employees and involved residents (collectively "Training").

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

Third: As consideration for this License, Licensee shall pay Licensor a license fee of \$40,000.00 per year, to be paid in quarterly payments of \$10,000.00 each on or before January 1, April 1, July 1, and October 1 of each year of this License Agreement, except that the first payment to be made hereunder shall be made on May 1, 2015. Licensor shall not charge Licensee any additional use or maintenance fees for the Classroom Space.

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

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

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

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

THE CITY OF NEWBURGH
LICENSOR

By:

MICHAEL G. CIARAVINO, City Manager
Per Resolution No.

MOBILE LIFE SUPPORT SERVICES, INC.
LICENSEE

By:

SCOTT WOEBSE, Vice President COO

SCHEDULE A

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

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

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

Agreed to

RESOLUTION NO.: 100 - 2015

OF

APRIL 27, 2015

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

WHEREAS, by Resolution No. 60-2013 of March 25, 2013, the City of Newburgh authorized a license agreement with Mobile Life Support Services ("MLSS") for the use of classroom space located at 22 Grand Street for the training purposes which include various CPR, First Aid and EMS Certification programs; and

WHEREAS, the term of the agreement was for two (2) years commencing on April 1, 2012 and terminating on March 31, 2015 with an annual license fee of \$40,000.00 per year; and

WHEREAS, the parties wish to renew the license agreement for an additional two year term commencing on April 1, 2015 and terminating on March 31, 2017; and

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

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

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

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy-6

ADOPTED

ORDINANCE NO.: 5- 2015

OF

APRIL 27, 2015

AN ORDINANCE AMENDING SECTION 288-64.1, SCHEDULE VI(A), PROHIBITED
TURNS AT INTERSECTIONS BY VEHICLES HAVING TOTAL GROSS WEIGHTS IN
EXCESS OF FIVE TONS, AND SECTION 288-71, SCHEDULE XIII, PARKING
PROHIBITED AT ALL TIMES OF THE CODE OF ORDINANCES

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 288-64.1, Schedule VI(A) and Section 288-71, Schedule XIII, be and are hereby amended as follows:

Section 288-64.1. Schedule VI(A): Prohibited Turns at Intersections by Vehicles Having Total Gross Weights in Excess of Five Tons.

In accordance with the provisions of Section 288-12.1, no person operating a vehicle having a total gross weight in excess of five tons shall make a turn of the kind designated below at any of the following locations:

<u>Name of Street</u>	<u>Direction of Traffic</u>	<u>Prohibited Turn</u>	<u>Hours</u>	<u>At Intersection of</u>
Liberty Street	South	Right	All	Spring Street

Section 288-71. Schedule XIII: Parking Prohibited at All Times.

In accordance with the provisions of Section 288-21, no person shall park a vehicle at any time upon any of the following described streets or parts of streets:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Spring Street	North	Beginning at a point perpendicular to a projection of the westerly curb line along Liberty Street and continuing west for a distance of 137 feet

Spring Street

South

Beginning at a point 90 feet to the west from the perpendicular projection of the westerly curb line along Liberty Street and continuing west for a distance of 64 feet

This Ordinance shall take effect immediately.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the ordinance be adopted.

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy-6

ADOPTED

OLD BUSINESS

There was no old business to discuss.

NEW BUSINESS

There was no new business to discuss.

PUBLIC COMMENTS REGARDING GENERAL MATTERS OF CITY BUSINESS

Tammie Hollins shared her experience regarding police-community interaction. She alleged that police officers, including NYS Troopers, had flashed their lights at the youth while they were parked in the middle of the road. We always talk about doing something different than what we have been doing in the past. She does not know if this is what we consider as crime deterrence, but it is not good community policing, as none of the officers greeted or said anything to the young men who were not doing anything negative. She plans to share this information with the Police Community Relations Board.

Verne Bell is pleased that the council is looking into '*Banning the Box*', or the question on the employment application that asks if an individual has ever been convicted of a crime. There are roughly 68 million people in the United States who have a criminal record. When they apply for jobs they are at a disadvantage. Studies have shown that there is a significant disparity between Black Men and White Men. The discrimination still exists although it may not be intentional. Bell pointed out that other cities have removed the question from their applications.

Cynthia Gilchisten spoke on behalf of a friend. A rehabilitation loan grant application was submitted. Steps were taken to get three contractor estimates for work, in which one of those estimates would have completed all of necessary work within the confine of the terms of the loan. But for reasons unknown, the applicant alleged that the loan completion was long and arduous, and additional and unusual steps were added to the process. The applicant feels that she has evidence of collusion. She requested that a full investigation be done about these practices.

Jonathan Jacobsen pointed out that his comments regarding the Charter change had nothing to do with the city manager personally. He thinks that there can be some kind of hybrid that makes the city better. He is surprised to learn two things: (1) some of the council is having a communication problem with the city manager and (2) the council provided no answers to Councilwoman Mejia's questions about policy. He commented that it is always good to learn new things when he comes to the meetings.

A resident named Phillip implored the council to *ban the box* on the employment applications, because it is a double standard. He hears that the City of Newburgh would like to give tax breaks to encourage new business. But why not give those tax breaks to the businesses that already exist in the city, so that they can hire more people. He stated that we should not use this election year as an excuse to avoid our responsibilities. We need to ban the box now.

Pastor Austin remarked that as we embark on a process of equity and balance in our hiring practices, she has noticed that we do not have a policy regarding nepotism. She has discovered that there is a lot of it in our city. It is wonderful to see that we are putting processes in place, but if there is nothing to address this issue specifically, then it will continue to be business as usual.

There being no one else wishing to comment, this portion of the meeting was closed.

FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Abrams explained Ordinance #5-2015. She publicly thanked David Freeman, who lives on Spring Street. Originally when we passed it, we situated the parking signs erroneously. But now this will add six to eight additional parking spaces on the street. She welcomed *The Wellness House* and *La Maison*, two new businesses on Liberty Street.

Councilwoman Angelo announced that she has applications for the parade. The next parade meeting is on May 5, 2015 at 6.00 P.M. Also she was honored by the Newburgh Democratic Committee with the *Distinguished Service Award*. Also she was issued a Certificate of Achievement from all of our Legislators. They love Newburgh. She asked the engineer to check out the Consolidated site, as we are getting ready for the fireworks. Last year one of the trucks got stuck in the mud, so we need to check it out.

Councilwoman Holmes remarked that she is opposed to the *Ban the Box* right now until the HR Consultant audit is completed. Once the audit is done she will be able to make a firm decision. Second, she would like to see a policy in place that addresses Councilwoman Mejia's concerns. She realizes that the homes in Ward One and Ward Two are lot worse than the ones in Ward Three and Ward Four. But Holmes stated there is no special treatment in the provision of services in this city. Her own garbage was not picked up until after 1:00 P.M. one day, and there was a pothole directly in front of her house. HOLEMS stated that she received a lot of good information tonight.

Councilwoman Lee commented that we went through an entire agenda, including discussion on a Charter revision, and yet we are still finishing up earlier than we did last week. This is great.

Councilwoman Mejia announced the ribbon-cutting for Tyrone Crabb Park. It will be held on Friday May 1, 2015 at 10:00 A.M. Second, the artist community was in full bloom last weekend. It was a weekend full of activities. There were exhibits, interaction and gallery visits. There is some discussion that they need to have, as a council, concerning what happens afterwards. There is lots of room for improvement. For instance, we need to discuss how we can provide bulk pickup services for our

taxpayers. Last, she stated she did get an answer to her question. But we have to continue to work on it. She is a furious advocate for this city, and her kindness should not be confused as weakness. She thinks we are headed in the right direction though.

Mayor Kennedy announced the zoning informational meeting. It is going to be held on Wednesday at 6:00 P.M. Next, she mentioned the upcoming parade and the Newburgh Illuminated Festival. There are people really pouring the festive spirit into the city. If you would like to be a vendor or sponsor, then log onto the website (newburghilluminatedfestival.com) for more information. Kennedy stated the glass is half full, not half empty. The more we support something that is good, the more it will grow.

This portion of the meeting was closed.

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 9:52 P.M.

Respectfully Submitted,

**KATRINA COTTEN
DEPUTY CITY CLERK**