



City of Newburgh Council Work Session

6:00 pm

April 19, 2012

AGENDA

1. Items related to City Council meeting of April 23, 2012
 - a. Shade Tree Commission will brief the council and the public about Arbor Day tree plantings on April 27
 - b. Departmental Reports
 - c. Minutes of the work session and City Council meeting
 - d. (Res. 56) Declaring the month of May 2012 to be "Community Pride Month" in the City of Newburgh – Newburgh Community Clean Up on May 12, 2012. Sign up at 111 Broadway at 8:30 a.m.

2. Presentations:
 - a. Workforce Development Institute - extension of contract for Phase I (Resolution No. 52-2012 Tabled)
 - b. Mid-Broadway site presentations

3. Finance Department:
 - a. Cash Report
 - b. (Res. 57) Acceptance of donations in support of Memorial Day, Fourth of July and International Festival events

4. Discussion Items:
 - a. Website update
 - b. 122 Lander Street – proposed license agreement with Greater Newburgh Partnership for cleaning and greening improvements to City-owned property.

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

Thursday, April 5, 2012

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

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

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

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

YES: 5 NO: 0 CARRIED

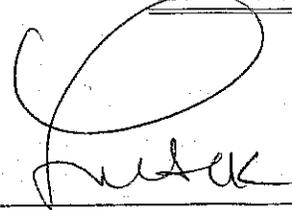
Adjournment: Upon consensus, the Council adjourned the meeting noting the time as 8:40 p.m.

Account#	Account Description	Fee Description	Qty	Local Share
	Marriage License	Marriage License	13	227.50
	Miscellaneous Cash	Liquor Tax	1	67.50
		Sub-Total:		\$295.00
2590	Misc. Fees	Handicap Parking Spaces	1	25.00
	Recycling License	Junkyard License	2	500.00
		Sub-Total:		\$525.00
A1255	Conservation	Conservation	12	36.70
		Sub-Total:		\$36.70
A12550003	Misc. Fees	Certified Copies - Marriage	20	212.00
		Sub-Total:		\$212.00
A12550008	Misc. Fees	Copies	5	1.25
		Sub-Total:		\$1.25
A12550012	Thumbprint Fee	Thumbprint Fee	2	10.00
		Thumbprint Fee	5	25.00
		Sub-Total:		\$35.00
A25010001	Liquor Tax	Liquor Tax	34	4,625.88
		Sub-Total:		\$4,625.88
A2544	Dog Licensing	Female, Spayed	14	105.00
		Female, Unspayed	4	50.00
		Male, Neutered	3	22.50
		Male, Unneutered	3	37.50
		Sub-Total:		\$215.00
A25900012	Peddlers Permit	With Vehicle - Per Yr.	1	200.00
		Sub-Total:		\$200.00
A25900019	Taxi Application Fee	Taxi Application Fee	5	500.00
		Sub-Total:		\$500.00
A25900020	Taxi Drivers License	Taxi Drivers License	11	1,100.00
		Sub-Total:		\$1,100.00
Total Local Shares Remitted:				\$7,745.83

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

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

Total Non-Local Revenues: \$958.80



City Clerk

4/2/12

Date



CITY OF NEWBURGH

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

LORENE VITEK
CITY CLERK

APRIL 4, 2012

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: REGISTRAR OF VITAL STATISTICS

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

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

IN ADDITION:

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

LORENE VITEK

PERSONNEL REPORT
CIVIL SERVICE COMMISSION
MARCH 2012

FINANCE:

Kathryn Nivins
276 Temple Hill Rd.
New Windsor, NY

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

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

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

COLLECTOR:

Mary Lee Peters
33 Spruce Street
Cornwall, NY

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

ASSESSOR:

Fernando Gonzalez
28 Ethan Allen Drive
Stony Point, NY

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

Joanne Majewski
20 Pierces Road
Newburgh, NY

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

DPW:

Michael Shaughnessy
696 Little Brittain Rd
New Windsor, NY

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

Thomas Cinnante
6 Max Way
Newburgh, NY

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

Water:

Richard Palmer
750 Gardnertown R.
Newburgh, NY

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

**Planning &
Development:**

Courtney Kain
73 Bay View Terrace
Newburgh, NY

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

Bonnie Clemmer
72 Clinton Street
Newburgh, NY

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

RESOLUTION NO.: 56 -2012

OF

APRIL 23, 2012

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

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

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

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

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

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

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

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

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

RESOLUTION NO.: 52 - 2012

OF

APRIL 9, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND
CONTRACT EXTENSION WITH WORKFORCE DEVELOPMENT INSTITUTE
TO PROVIDE SERVICES IN CONNECTION WITH NEWBURGH BUILDS NEWBURGH
PROGRAMS TO SERVE LOW INCOME FAMILIES AND PERSONS WITH IDENTIFIED
BARRIERS TO EMPLOYMENT
AT AN ADDITIONAL COST TO THE CITY OF \$14,350.00

WHEREAS, the City Council has by Resolution No. 185-2011 of September 12, 2011 authorized contract with Workforce Development Institute ("WDI") to provide services in connection with Newburgh Builds Newburgh Programs to serve low income families and persons with identified barriers to employment; and

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

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

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

WHEREAS, this Council has determined that extending such an agreement is in the best interests of the City of Newburgh and its residents and citizens alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a second extension of a contract with Workforce Development Institute to provide services in connection with Newburgh Builds Newburgh Programs to serve low income families and persons with identified barriers to employment at an additional cost to the City of \$14,350.00.

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

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

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

Accepted by:

WORKFORCE DEVELOPMENT
INSTITUTE, INC.

CITY OF NEWBURGH, NY

Name:

Title:

Date:

Name:

Title:

Date:

APPROVED AS TO FORM:

MICHELLE KELSON,
CORPORATION COUNSEL

CHERYL A. GROSS,
COMPTROLLER

185-2011



Workforce Development Institute

96 South Swan Street
Albany, NY 12210

Tel: 518.463.2141
Fax: 518.432.5609
www.wdiny.org

October 4, 2011

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

RE: Contract with WDI

Dear Mr. Herbeck,

Enclosed are two original copies of the agreement between WDI and the City of Newburgh for the Real JOBS NY collaborative project that have been signed by Executive Director Ed Murphy. Please sign them and return one set of originals to me at the address listed above.

Thank you very much and we look forward to working with you!!

If you have any questions, please give me or Steve Traver (518-272-3500 ext. 112) a call.

Regards,

Allison Bashkoff
Chief Financial Officer
Workforce Development Institute, Inc.

CONTRACTUAL AGREEMENT

THIS AGREEMENT ("Agreement") made this 4th day of October 2011, by and between WORKFORCE DEVELOPMENT INSTITUTE, located at 24 Fourth Street, Troy, New York 12180 (hereinafter "WDI"), and THE CITY OF NEWBURGH, NEWBURGH BUILDS NEWBURGH STEERING COMMITTEE located at City Hall, 83 Broadway, Newburgh, New York 12550 (hereinafter "NBN").

WITNESSETH

WHEREAS, WDI provides education and training and workforce development programs supporting working families across New York State; and

WHEREAS, WDI has operated Real JOBS NY, a vocational service program, since 2006; and

WHEREAS, WDI's Real JOBS NY program has a proven record of placing and supporting individuals with disabilities, mental illness and other significant barriers in employment; and

WHEREAS, NBN desires WDI's performance of the services described on Exhibit A ("Scope of Work") for NBN in connection with those programs that will serve low income and persons with identified barriers to employment; and

WHEREAS, WDI has represented to NBN that it is competent, willing and able to perform such services for NBN.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, it is mutually agreed by and between the respective parties as follows:

- 1) WDI agrees to perform, as an independent contractor and not as an agent of NBN, all the services as provided in the Scope of Work, appended hereto as Exhibit A and made a part hereof.
- 2) In full and complete consideration of WDI's performance hereunder, NBN agrees to pay WDI up to, but not exceeding, the sum of thirty thousand dollars (\$30,000.00) for costs incurred based on the attached budget as set forth in Exhibit B. Invoices will be sent to NBN on a monthly basis for services incurred during the previous month. NBN will reimburse to WDI all verified, approved and legitimate costs at 100% reimbursement rate. NBN will issue payment to WDI within thirty (30) days of receipt of invoice and documentation.
- 3) The Scope of Work in Exhibit A and Budget in Exhibit B may be modified as conditions warrant by mutual agreement between NBN and WDI. NBN and WDI will work to develop additional program services and deliverables for identified participants which may allow

amendment and increase to the original contracted amount of reimbursement money. Each party will agree to the cost of additional services (to include but not limited to assessment, tuition, fees, training materials and employment support services) prior to undertaking any additional work by WDI's staff.

4) Checks will be made out to the Workforce Development Institute, Inc. and mailed to the following address:

Workforce Development Institute, Inc.
96 South Swan Street
Albany, NY 12210

5) NBN agrees that any information concerning activities related to the program contract and WDI operations shall be considered confidential and proprietary to the WDI, and NBN shall hold the same in confidence and shall not use the information other than for the purpose of its business with the WDI. NBN will not disclose, publish, or otherwise reveal any of the information to any other party unless:

- a. the disclosing party's information was rightfully known to or already in the possession of the receiving party prior to disclosure; or
- b. the disclosing party's information becomes part of the public domain without breach of this Agreement by the receiving party; or
- c. the information is independently developed by the receiving party or any of its subsidiaries without reference to or use of the disclosing party's Confidential Information; or
- d. a third party rightfully disclosed such Confidential Information to the receiving party without violating obligations of confidence; or
- e. the disclosing party is required by State or Federal law, court mandate, order, or subpoena to disclose the information, in which such case, the disclosing party shall give prompt written notice of the order to the other, and shall cooperate, upon request, in efforts to quash or modify the order, mandate, or subpoena.

6) The nature of the relationship which the WDI shall have to NBN pursuant to this Agreement shall be that of an independent contractor. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Each party is acting as a principal in its own right and not as an agent or broker for any other party. Under no circumstance shall WDI be considered an employee of NBN.

7) This Agreement represents the entire Agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

8) The Agreement shall be effective upon execution through December 31, 2011. The Agreement may be renewed upon mutual consent and availability of funds.

9) This Agreement is deemed to be made under and shall be construed under the laws of the State of New York without reference to its principles of conflicts of laws. All disputes relating to this Agreement shall be litigated in the Supreme Court, State of New York, County of Albany.

10) Termination.

- a. If either party fails to perform any material obligation under this Agreement or violates a material term or condition of this Agreement, and such failure or violation is not cured within ten (10) days following receipt of a notice in writing from the non-breaching party describing the default or failure, then the non-breaching party shall have the right to terminate this Agreement upon written notice to the other.
- b. Notwithstanding anything to the contrary contained in this Agreement, NBN reserves the right to terminate this Agreement, without cause, at any time by delivering at least ten (10) calendar days' prior written notice of termination to WDI. In the case of termination pursuant to this clause, NBN shall pay to WDI for the fees incurred for the work completed by WDI under this Agreement and delivered to NBN as well as reimbursable expenses, if any, incurred by WDI prior to and including the date of termination. NBN shall also pay salary fees for the Program Coordinator for up to 30 days beginning on the date of notice of termination.

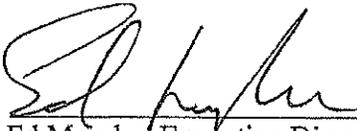
11) Information Security. WDI agrees to:

- a. Ensure the security and confidentiality of participant records and information;
- b. Protect against anticipated threats to the security and/or integrity of such participant records and information;
- c. Guard against unauthorized access to or use of participant records or information that could result in substantial harm or inconvenience to any participant; and
- d. Comply with the Gramm-Leach-Bliley Act and the rules promulgated thereunder by the Federal Trade Commission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.



Richard Herbek, City Manager
City of Newburgh
Date: 10/7/11



Ed Murphy, Executive Director
Workforce Development Institute, Inc.
Date: OCT 9, 2011

Approved as to form:



MICHELLE KELSON
Corporation Counsel



CHERYL A. GROSS
Comptroller

Exhibit A

Scope of Work

1. Work closely with the NBN Steering Committee designated partner organizations and agencies to plan, design and organize the project.
2. Work collaboratively with the NBN Steering Committee and designated partner organizations and agencies to gather information and create a program that will meet the REALJobs NY program needs document the need for the implementation of Phase Two.
3. Recruit and train a Program Coordinator.
4. Work with the NBN Steering Committee to review potential caseloads, establish assessment, enrollment, tracking requirements, and reporting and communication protocols.
5. Work with the NBN Steering Committee to develop a reporting system which meets REALJobs NY needs and tracks program status and outcomes.

EXHIBIT B
RealJOBS NY Newburgh

OCTOBER 1, 2011 - DECEMBER 31, 2011

<u>Item</u>	<u>\$</u>
Coordinator Salary (3 months @ \$49k)	\$12,250.00
Coordinator Benefits estimated at 40%	<u>\$4,900.00</u>
Subtotal Salary/Benefits	\$17,150.00
Supplies	\$1,000.00
Travel	\$3,000.00
Other/Misc. (postage, printing, etc.)	\$1,850.00
Office and Communications	\$2,500.00
WDI Indirect	\$4,500.00
Grand Totals	<u><u>\$30,000.00</u></u>

Note: Budget figures are estimates. Actual expenses may be higher or lower in the various line items, however, entire cost of project will not exceed approved budget of \$30,000.

WDI will submit expenses for all actual expenses incurred.

RESOLUTION NO.: 57 - 2012

OF

APRIL 23, 2012

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

WHEREAS, the City of Newburgh will be holding its annual Memorial Day and Fourth of July Observances, and its 24th Annual International Festival over the Labor Day holiday; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh's annual Memorial Day and Fourth of July Observances and the 24th Annual International Festival.



License & Service Agreement

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

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

Terms of Agreement

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

Intellectual Property & Ownership

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

Keeping You Ahead of Rising Expectations

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

Billing & Payment Terms

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

Marketing

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

Indemnification

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

Force Majeure

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

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

Miscellaneous

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

City of Newburgh, NY
83 Broadway
Newburgh, NY 12550

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

(Signature) (Date)

Millard Rose
President

Name

(Date)

Title

Exhibit A

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

Cost:

Phase 1: Website Design

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

Phase 2: Site Implementation

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

Phase 3: Content Development *

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

Phase 4: User Training

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

Phase 5: Website Deployment

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

Total "One-Time" Charges for Project:

\$12,745

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

Annual Charges: Support & Hosting Services Newburgh, NY

Hosting

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

Support

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

CMS Application & Modules

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

Total Annual Cost:

\$4,250

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

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

New Content Management System: Core Features & Functionalities

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

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and twelve, by and between the GREATER NEWBURGH PARTNERSHIP, INC., with offices at _____ as "LICENSEE"; and the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR";

WITNESSETH THAT:

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

SCHEDULE "A"

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By:

Richard F. Herbek, City Manager

GREATER NEWBURGH
PARTNERSHIP, INC.

LICENSEE

By: _____

President

Draft

SCHEDULE "A"

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

Draft