

A regular meeting of the City Council of the City of Newburgh was held on Monday, May 23, 2016 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

the Prayer was led by Rev. J. Edward Lewis of Calvary Presbyterian Church followed by the Pledge of Allegiance.

Pledge of Allegiance/Juramento a la Alianza

Roll Call/ Lista de asistencia

Present: Mayor Kennedy presiding; Councilwoman Angelo, Councilwoman Abrams, Councilman Harvey, Councilwoman Rayford - 5

Absent: Councilwoman Holmes, Councilwoman Mejia - 2

COMMUNICATIONS

Approval of the minutes of the meeting of May 9, 2016

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Rayford, Kennedy - 5

Carried

City Manager Update/ Gerente de la Ciudad pone al día la audiencia de los planes de cada departamento

ANNOUNCEMENT FROM MAYOR KENNEDY

Mayor Kennedy wished to read a letter that she received from Senator Schumer's office today stating that he will introduce new legislation requiring the Defense Department to investigate the Stewart Air International Guard Base for contaminating Newburgh's drinking water. It will require the Department of Defense to launch an investigation to determine the extent of the possible ground water contamination in the City of Newburgh. Following news that environmental tests have shown there are higher levels of PFOS in ponds near the Stewart Air National Guard Base this legislation will require the DOD to pay for all cleanup efforts if it were found guilty of contaminating Newburgh's drinking water. These ponds near the Base eventually drain into Washington Lake which is the primary source of Newburgh's water. Senator Schumer states, "My message to DOD is clear, if you are responsible for contaminating Newburgh's drinking water then you are also responsible for the cleanup". The levels of PFOS in the City of Newburgh's drinking water is not acceptable which is why this legislation will require the Department of Defense to get up from sitting on their hands and immediately launch a thorough investigation. If they are found guilty, it will mandate that they pay for the entire cleanup. He will not stop

beating the drum on this issue until Newburgh's water is safe to drink again. She noted that we have had Federal support all along not only from Senator Schumer but also from Sean Patrick Maloney's Office and Senator Gillibrand's Office. Everyone is really supporting us on this as well as the State and County and we should have a report from the State by the end of the week.

CITY MANAGER UPDATE

City Manager, Michael Ciaravino, said that on Monday, May 2nd in the City of Newburgh our Water Treatment Plant switched our water source from Washington Lake to Brown's Pond. This is part of the consultation, direction and discussion with the New York State Department of Health, Orange County Department of Health and ultimately his decision to declare the emergency in response to the levels of PFOS found in Lake Washington and its tributaries. This change in our water source has caused operating issues at the Water Filtration Plant, which were predicted, and consists of the generation of a floating layer of what is called, FLOC. Although it has not yet caused any water quality violations it has caused a significant decrease in the filter run times due to our need to stop more frequently to clean out the filters and has also led to the increased use of the very water we are attempting to conserve during this Stage 3 water conservation emergency. We have a need to bring in an emergency contractor to remove the floating FLOC layer before filter binding occurs. Severn Trent operates our Treatment Plant and this is one of the items that we have asked them to consider working on for us on an emergency basis. In addition to this ongoing problem, we also fully anticipate that the Brown's Pond Reservoir supply will be exhausted in the near future causing the City to draw from the existing tap on the Catskill Aqueduct. Every water source has its own chemistry which requires us to do sampling and testing to prepare for the various chemical treatment profiles required to match the signatures of the water that we will be drawing from. We are preparing for the Catskill's Aqueduct and have had weekly conference calls with New York City's Department of Environmental Protection to discuss our current reservoir levels as they relate to our upcoming need for the withdrawal from the Catskill Aqueduct which is owned and operated by the NYC DEP. They have informed us of the current Catskill Aqueduct water quality parameters so that we can begin to plan as these parameters will present water treatment challenges for the City once we start to draw from this source. We have requested that the current operators of our Treatment Plant, Severn Trent, provide a proposal to assist our operators at the Filtration Plant with determining the cause of the unsettled FLOC currently upsetting operations at the Water Filtration Plant. This was in addition to the testing and analyzing of the Catskill Aqueduct source water so that the City of Newburgh can be proactive and ready to deal with the changeover from Brown's Pond to the Catskill's Aqueduct once Brown's Pond water is depleted. Immediate work on this issue is required to avoid water quality violations which could ultimately affect the health and safety of our City's twenty nine thousand residents. We are currently reviewing this Emergency Services Contract proposal with our Comptroller and Corporation Counsel and it is something he anticipates signing once he has also had a chance to review it. We are looking at a possible cost of around \$19,295.00 for this work. The EPA has made a readjustment of its parts per trillion threshold for PFOS and PFOA from two hundred parts per trillion down to seventy parts per trillion. As part of that work, it has required us to go back and review what other things we may be considering. One relates to Masterson's Pond which is in the watershed that currently receives water from these problematic areas originating from the Airport. We are going to begin immediately

enforcing the best we can a catch and release policy at Masterson's Pond advising people that fish there may or may not meet their health requirement needs. Until we have funding to test our fish we want to be able to advise everyone that the EPA advisory indicates that these contaminants that concern us tremendously gather in the fat of fish and as we ingest it, it gathers inside our bodies. We want to make sure that the people fishing at Masterson's Pond do so on a recreational catch and release only. There will be a Press Release tomorrow to make sure that our community and our Council is aware of these emergency measures. He has also directed Mr. Garrison, DPW Superintendent, to begin manufacturing signage to be posted around Masterson's Pond. The only other update from the Engineering Department is our MS4 Annual Report. There is a link that we hope to have up and running tomorrow which will be of our 2016 Draft MS4 Annual Report. What you will see in that report is the shared volume of what has been done since the last report was filed. He has been aware of the work that has been going on but it was hard to wrap his head around the shared productivity of all of our teams working together and you will see in this report just how much work was done. Our goal is to provide the biggest bang for our taxpayer's dollar and he is confident that this MS4 report will go a long way to communicating with our community, and the regulatory agencies that we are required to report to, on what we have been doing and how busy we have been. We are doing this with a bare bones staff on a daily basis and he has seen the commitment of our teams working in some cases literally around the clock. It is our goal to continue improving the infrastructure in our community and to make this a better place to live and invest in and to ultimately have returns on all of our efforts to make certain that all of the sacrifices we have made for decades comes to fruition as one of the safest and livable communities in the Hudson Valley.

At the Recreation Department the new basketball courts at Delano Hitch Park began today and is expected to take about three to four weeks for completion. This weekend we will have our first Memorial Day Men's Basketball Tournament on Saturday, May 28th from 11:00 A.M. to 6:00 P.M. at the Stewart Airport gym located at 323 Sue Kelly Drive, New Windsor, NY. Registration for our City of Newburgh playground and other summer programs is ongoing so for more information please visit our Website at cityofnewburgh.recdesk.com. For the month of May our Fire Department to date has responded to one hundred and sixty one emergency fire calls with three actual building fires of which two have been ruled accidental and one is still under investigation. Our Fire Academy is on week number nine of training and all of the recruits are currently doing their daily practical tests to get ready for their final exams with Graduation scheduled for June 10th. Our Fire Prevention Bureau has been busy performing commercial and rental inspections. The vacant property Inspections have been completed and the results tallied. Out of a total of nine hundred and forty eight buildings on that list one hundred and eighty were found to be occupied. This information has been forwarded to our Assessor's Office to put these buildings back on the appropriate tax list because our goal at the end of the day is to reduce taxes. The way we do that is by making more of our properties productive so when we have more people contributing towards the revenue needs of our community the quicker we are able to then reduce the overall tax burden. This work led by Chief Ahlers and his capable teams have produced a tremendous amount of output in a very short amount of time and he commended them all for their hard work. In addition, over four hundred violations have been issued and fifty are currently in the process of being sent to our Municipal Court for follow-up. Single room occupancies are also being inspected and compared to Certificate of Occupancies for compliance. With our current water

restrictions the Fire Department led by Chief Ahlers has come up with a Plan B to utilize non fire hydrant water and mutual aide tankers for any potential large scale fires or emergencies we may encounter. We are trying to lead by example to conserve our water supply as much as possible. During the initial stages of any emergency and in the event that alternative water supplies will not keep up with the demand then we will still utilize hydrant water. One of the things that we are working on as part of our water conservation and awareness of this Stage 3 emergency is to research the historical nature of the City of Newburgh's gardening, horticultural and landscaping traditions. We are working to push forward quickly with our public education piece on collecting rain water in rain barrels in our own yards. We will be able to store this water to use without it being a violation of our emergency measures. Part of that will be containers that will be offered to the community to assist in collecting the rainwater. He urged everyone to consult the City's Website to make certain of the guidelines. The use of water for washing of paved surfaces, including but not limited to streets, roads, sidewalks, driveways, garages, parking areas, tennis courts and patios is prohibited. The use of water for nonagricultural irrigation and watering of lawns, flower gardens, landscaped areas, trees, shrubs or other outdoor plants. The use of water for ornamental purposes, including but not limited to fountains, artificial waterfalls and reflecting pools and the use of water for residential and agricultural purposes under the Stage 3 emergency is prohibited. There are alternatives and hopefully Mother Nature will cooperate with rain but they appreciate the community pulling together during this emergency while our stakeholders and partners are able to plan and organize to begin to act as quickly as possible. He spoke with the Federal EPA last week and they have agreed to assist us by hiring a federal sub-contractor to put together a community information forum with all or our stakeholders to present to our community the short, mid and long term plans that will occur as a result of this crisis. Once we have the particulars and dates we are going to work to provide the largest possible forum for the community and will announce it well in advance so that we can assess what is being done and what our mid-term plans are. The Catskill Aqueduct water is the most expensive water we can access so we also need to engage in a simultaneous plan to drill for a less expensive source and we are looking at the aquifers beneath Brown's Pond. Ultimately, as a mid-term plan, we could be on water from the aquifer and turn off the Catskill's to stop that very expensive water from being consumed and begin planning how we will address a diversion of the waters that are causing the contaminates and restore our most valuable asset of fresh water at Washington Lake. This need for us to fix Washington Lake is as much about us as our grandkids. It is predicted that the next World War will be over fresh water; not oil. We could be sitting on the one asset that could enhance all of our investments in this community while at the same time providing the fresh water that nurtures all human and animal life. We would like to see the Lake restored to what it was originally before the pollutants contaminated it and we don't know if that will require shallow or deep dredging. This is an earthen dam which is categorized as a high hazard Class C dam and if we have a particularly rainy season or a heavy rainfall there is a potential risk for a spill over to occur. We really need to engage all of the short, long and mid-term needs simultaneously while we begin to act. We look forward to and are very appreciative of the Federal EPA's offer to assist us with delivering this information to the community.

Monthly Financial Report

City Comptroller, John Aber submitted the City's Monthly Financial Report (Copy attached)

PRESENTATIONS

Proclamation will be presented to Ms. Shirley Wilkins

The City Council presented a Proclamation to Ms. Shirley Wilkins (accepted by Ms. Laverne Blackburn) for her service to the community. She is an inspiration to everyone she comes into contact with.

A Proclamation will be presented to declare May 19, 2016 as Reverend John Brown Day

The City Council declared May 19, 2016 as Reverend John Brown Day.

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Omari Shakur, City of Newburgh questioned resolutions #133-2016 and 134-2016 for roadway and crosswalk paint. He heard an explosion this morning which was a bad car accident at the corner of Liberty and First Street again where the kids had just left on the school bus. This is the fourth or fifth time that he has come to the City Council to talk about the dangers of that area. It is very unsafe so why can't we get two stop signs there? He added that we have had twelve shootings again this month but we can't get any relief.

Lillie Howard, City of Newburgh, questioned resolution #129-2016. She understands the significance and importance of the upgrades but hopes they also understand the importance of community policing so she hopes that the relationship between the community and our police department can be continued. In regard to the activities that were going on for the young people, how will they be addressed with these funds?

Mr. Alvarez, City of Newburgh said that with this water issue they are working on their own source of water. They respect what the City is doing but there are a lot of community members collecting water and they are having a difficult time finding a place to store it. He added that for the kids we have a Kickball League every Saturday at Recreation Park and it is absolutely free for everyone. The purpose is to unify families so it is for ages five to eighty and it is free for everyone. Even though it is free there are only about thirty kids who show up at the Park every Saturday. He asked the Council how they can get cooking grills in our Parks and we should have a pavilion. The City residents have to go to the Town of Newburgh to utilize their Park with grills to barbecue. We have two huge Parks but there are no grills allowed. We have a beautiful recreation department that is not being utilized because we have no grills and no one is running the concession stands. He

thinks we should look into starting a Petition and see how much money it will cost to install some grills in our Parks and talk to the Fire Department to see how to use these grills safely and prevent accidents.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilman Harvey said that a really important point was made regarding the reallocation of funds for the surveillance program. Efforts were made to look at our video surveillance program and upgrade it to create a safer Newburgh and he thinks that a lot of people will begin to understand the significance of this initiative over time. Comments were made that there will be more mass incarcerations but that is not true. With all of the gun violence that is happening in our community a comprehensive video surveillance program is going to serve our community better so that we will all feel safer when we move about our community. He thinks this program is going to give accountability not only for those who choose to participate in violent gun crimes but also give us all accountability in terms of what is happening in our community. He thanked Chief Cameron, our City Manager, the Technology Department, City Council and Mayor for all of their hard work on this particular initiative.

Mayor Kennedy asked Chief Cameron to take a few minutes to speak about community policing.

Chief Cameron said that we received Larkin Funding which is all for community policing and is three times that amount so we still have the money for that. He reminded everyone that if they are planning to hold an Event or if they are part of the School District they should contact the Police to invite them to stop by.

Councilwoman Abrams asked Chief Cameron if the Police walk at night.

Chief Cameron said that a lot of the on duty officers do stop at night to walk around but the majority of the special assignment foot patrols are generally during the day so it's a little bit of both.

Councilman Harvey mentioned that there is a South Middle School Community Day happening on Saturday, June 4th from 1:00 P.M. to 4:00 P.M. and all are invited. To Ms. Howard's comment it is important to focus on police community relations and he believes that Chief Cameron, his Officers and our Fire Chief have agreed to participate in this community activity.

Mayor Kennedy added that Flyers for that Event are on the Council table if anyone is interested.

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

CITY MANAGER'S REPORT

Resolution No. 126 - 2016 - Fireworks Contract 2016

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Rayford, Kennedy - 5

Adopted

Resolution No. 127 - 2016 - Personnel budget Amendment 2016

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Rayford, Kennedy - 5

Adopted

Resolution No. 128 - 2016 - Contract Agreement-Building Safety Inspector Courses

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Rayford, Kennedy - 5

Adopted

Resolution No. 129 - 2016 - Amend Resolution 111-2016 Inter-Local Agreement between the County of Orange and the City of Newburgh

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Rayford, Kennedy - 5

Adopted

Resolution No. 130- 2016 - Contract with BPAS Consulting

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Rayford, Kennedy - 5

Adopted

Resolution No. 131 - 2016 - Budget Amendment-Personnel services book

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Rayford, Kennedy - 5

Adopted

Resolution No. 132-2016 - Complete Streets Demonstration Project City of Newburgh & Newburgh Community Land Bank

Mayor Kennedy noted that this is a demonstration project from Lander Street to Liberty Street where you will see lines painted on the streets for crosswalks. It is a test to see what it might be like and there will be input from the community so watch for this because it is an exciting project and it will be happening this summer.

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Rayford, Kennedy - 5

Adopted

Resolution No. 133- 2016 - Roadway layout and painting of crosswalk marking

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Rayford, Kennedy - 5

Adopted

Res. 134 - 2016 Roadway Installation & Painting of Curbs and Medians

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Rayford, Kennedy - 5

Adopted

Resolution No. 135 -2016 - Tax Certiorari

Councilwoman Angelo moved and Councilwoman Abrams seconded.

Ayes: Abrams, Angelo, Harvey, Rayford, Kennedy - 5

Adopted

NEW BUSINESS

Mayor Kennedy said that Mr. Shakur mentioned Liberty and First Street and the fact that there have been several accidents on that corner. She has talked about putting speed humps there and has been reading about how they could slow the traffic down. Another way is to install two Stop Signs. She asked our City Manager, our Council and DPW to all come together and she would like to see a proposal on the table by the next meeting to solve this problem before someone gets killed there.

Councilwoman Abrams noted that she brought this up about another intersection at South Lander and Overlook, which is equally dangerous, but was told that we cannot use Stop Signs to slow traffic down. If you want a four way stop, then a study has to be done. What seems to make sense and seems so simple is not as easy as it sounds. She wonders if we could paint the word "STOP" on the road at the intersections or maybe come up with some other idea. Anything that will help make these intersections less dangerous.

Mayor Kennedy said that we need to come up with some kind of solution. Doing nothing is not an option. Traffic control is something we are not good at here but we have to do something.

Councilman Harvey said that he has received several phone calls about cars parked on lawns on BayView Terrace and that some of them are not operational. He was also told by Councilwoman Abrams that several homeowners feel this is creating an eyesore in that particular area.

Chief Cameron said that if it is private property then someone has to complain and the police will go take a look and request that they be removed. He added that he will send someone out to look at it.

Councilwoman Rayford asked if we can do a parking restriction on the streets that are hazardous. Right now it is hard to see oncoming cars in those areas so maybe parking restrictions would help at those corners. She is not sure if DOT or our local Police Department takes care of that.

Chief Cameron said that they will run the data first on the accidents that have occurred

there and see what the contributing factors are. They have to analyze what the problem is first but he will look into it.

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

OLD BUSINESS

There was no old business to discuss.

PUBLIC COMMENTS REGARDING GENERAL MATTERS OF CITY BUSINESS

Pastor Rosey, Northeast Gateway to Freedom, Inc., submitted and read the attached statement. (copy attached)

Teresa, Assistant to Pastor Rosey, said that NGTF is a life center serving six thousand nutritious meals per year to local families in need. They model healthy habits, provide life skills and training and ensure that participating youth and their families have a bed to sleep in as well as sufficient clothing and academic help with year round supplies. NGTF and its volunteers have been in Newburgh's community for ten plus years with education and experience. She has been involved with NGTF for almost six years now preparing nutritious snacks and helping with homework. They have built relationships with the schools and teachers to assist with school work and with the parents who can communicate with Pastor Rosey and herself to make sure that their child is safe. Food is given to any child who wishes to take it home. They have found that most children start stealing at a young age due to hunger and then become drug lookouts by the age of ten for money to buy food. The kids know that they can come to the building at any time and will not be turned away. We run a clean, safe, monitored environment and children need to be children. They need to be able to run free and feel protected from the unfortunate bad influences that are on the streets in any city. They should be able to go outside, come in for a beverage or snack or just to rest or do crafts. Just like if they were at home because NGTF is their home away from home.

Yvonne Garcia, William Street, said that over the past few years she has seen programs for different people but feels that we are not helping the children enough. William Street is not safe for her kids or herself with fights and shootouts. She works in a Pharmacy and sees people every day dealing with their own issues and getting help from the Government so she does not understand how we can turn our backs on our children. Pastor Rosey's Backyard is the only safe place for the kids to play and run without fear of being shot or picking up a needle or bag that was used for drugs. She is a concerned mother and her street has been closed for almost a month now because of a building that is collapsing so her children have nowhere else to play without the Backyard. This is a struggle for her because they want to play outside.

Diamond Rodriguez, Overlook Place, has been in this program since she was five years old. She doesn't want it to be taken away because that is where they have fun and stay

close and there are dangerous people on the streets.

Michelle Martinez, City of Newburgh doesn't want the Backyard to be taken away because it is like their second home. It is where they can put aside their differences and play.

A young city resident said that he has fun in the Backyard because it is a safe place and there is no danger.

Ms. Reynolds has been in the program for two years and there are a lot of kids there in the summer. They love to go outside in the Backyard and play kickball, jump rope and basketball.

Jenny, First Street served as an Intern for the Kids Initiative for two summers and has volunteered for homework help. She has been part of building the character of many kids through teamwork and activities in the Backyard. The back lot is not just a playground. It's where we bond and get to understand the problems that our City's kids face and to support them.

A young city resident on Renwick Street said that she and her brother have been going to the Kids Initiative for four years now. She has been a Junior Intern in the past and hopes to be one again this year. The youth have been in the Backyard for four years with many activities. It won't be the same if the City takes the Backyard from us.

A young resident on Powell Avenue said that she has been going to the Northeast Gateway to Freedom for three years now. When the weather is nice they can go out to play football or basketball. When she is home she does not get to go outside very much because there is no one to play with. At the Backyard she can socialize with kids her own age so she asked the Council, *"Please don't take away the Backyard"*.

A fourteen year old resident who lives on Lander Street said that he has been going to the Kids Initiative for two years now and the Backyard means a lot to him. It has kept him from getting into trouble because he used to get into fights and the Backyard has kept him from doing that.

Sammy, 22 Benkard Ave., said that he has been at the Kids Initiative for several years and the Backyard has been a very big thing for him. It keeps us off the streets so please don't take the Backyard away.

Sam, Graduate from West Point said that he has known Pastor Rosey for two years now and has been part of her program. What she has done for the kids is truly remarkable by giving them a loving environment and setting the boundaries that they need to succeed. He has seen how much fun these kids have playing outside in the Backyard so by taking it away you are just hurting the kids. He urged the Council to reconsider this and give the youth every opportunity they need to succeed.

Rev. McAllister, City of Newburgh, said that the City Council had two emergency meetings about violence and there was a cry that Churches set up some kind of after school program to help the youth. Pastor Rosey has been doing what they have asked for seven years but now the Backyard was taken away so he would like the Land Bank to reconsider this and

maybe help them enhance that property because it is a safe haven for these young people. He added that in regard to the traffic on Liberty Street he thinks that maybe they could reduce the speed limit. It is like a racetrack now and there is a possibility that it is going to be paved this year so it will just get worse. Speed bumps or Stop Signs at the corner of Liberty and Broad Street would also help. By the Hospital the speed limit from South Street all the way to Broadway is 15 mph so if they could do that and perhaps set up a radar gun then the City could collect some funds and our streets would be safer.

Bill in New Windsor said that he is one of Pastor Rosey's volunteers. The City Council has the position to either support her program or be a stumbling block. His position, and what he feels is the right thing to do, is obvious.

Eugene Davis, City of Newburgh said that he takes his son to this program and Pastor Rosey has been a big help. He got into trouble himself and was put in the program so he sees all that she does. They also helped his Godson who was in her program and within one month of being out of it he was shot. She has been a tremendous help to us all so he asked the Council to please help out with this.

Tammy Hollins, City of Newburgh, realized this morning that today was her son's birthday and if he were still living he would have been twenty-four. While reflecting on her loss she got a phone call notifying her that we lost someone great in this community. Mr. Richard Peterson Sr. passed away. He was part of the Varick Homes as well as a business man, entrepreneur and community activist. He was a mentor, a supporter, a big brother and a father or mother depending on what needed to be done. He was always there and he was a friend to her so he will really be missed. She offered her condolences to his family from the community and said to keep them in Prayer.

Jonathan Jacobson, 25 Pierces Road, said that this one chemical that has triggered everything with the water was at seventy-five percent of what was an acceptable level. The requirements are much lower now but we should be looking to see all of the chemicals that are there and find out if any of them are near the so called acceptable level before it turns into a problem. It will be a lot cheaper to do in one shot. He feels that there is a difference between bad press and bad news. He congratulated Councilwoman Angelo for once again putting together the Memorial Day Parade.

Beatrice Harris, City of Newburgh said that when she got the news that a State of Emergency was declared she was slightly concerned. She has lived here since 2006 and always drank water out of the tap but unfortunately her health changed every year so when she did her research on what PFOS could do she realized that she had at least ten of the symptoms. She did not have any of these problems until she started drinking City water so she told the Council that we have to keep this water drinkable and keep an eye on these levels. No matter what we do there is always a risk that we are poisoning ourselves so please get this water situation under control and keep it that way because she doesn't want anyone to end up like her.

Roxie Royal, 57 Farmington Street, said in regard to resolution #129-2016 that she wonders how long it will take. Will it happen as soon as possible? A few weeks ago we had a terrible shooting on Johnston and Farmington Street where several cars and homes were hit but thankfully no people. This weekend there was another shooting and the

cameras have not been effective so if we are going to upgrade them it should be done as quickly as possible because the problem is here and the only way to solve it is to stop the shooting. You have to find out who is doing it and the cameras will help us do that.

Janet Gianopoulos, City of Newburgh, agrees with Ms. Royal Recently three people were shot outside of a Bar around 2:00 A.M. and looking at the contributing factors perhaps the State Liquor Authority could help us. Perhaps we should stop serving alcohol at 11:00 P.M. or Midnight and send everyone home. We have to look at all of the contributing factors. She added that she is grateful the City Manager called an emergency immediately.

Lillie Howard, City of Newburgh, said in reference to the statement made about the Land Bank that she received a phone call stating that two or three African American business people came to Newburgh to get some information from the Land Bank to purchase property and they were treated in a very negative way. She thinks that is terrible because these people wanted to invest money here in the City of Newburgh. She added that Jazz is the American music and invited everyone to come down to Billie Joes every Wednesday to listen. Come down and enjoy because music brings people together and it heals.

Sheila Murphy, City of Newburgh, thanked the City Manager for the good job he has been doing for our City. The community is backing him up because he is the only one who spoke up about the water and he is doing the right thing.

A City of Newburgh resident noted that there will be a free Workshop on water conservation on June 4th from 10:00 A.M. 12:00 P.M. at the new Downing Park Urban Farm on rainwater harvesting. There is another event on June 25th called Newburgh Open Movement which brings together musicians and is about a place for people to come together and move freely. This is the third event in a series of three which will be held at the Newburgh Free Library and everyone is welcome.

Brenda McPhail, City of Newburgh, said that we talk about the young people having nothing to do and nowhere to go and we have a lot of afterschool programs. Pastor Rosey has the only program that is for everyone. What is going on with the Land Bank is a hot mess and she asked the Council how many more properties have they given away for \$1.00? They talk about giving people opportunities but not the people in this community. What do you think people do when they have nothing else to do? She is tired of looking at stressed and depressed people because there is nothing for anyone here. She told the City Manager that when he came here accountability came and people started going out in handcuffs. She told him that they've got his back and he isn't going anywhere.

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

FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Abrams thanked Pastor Rosey and her Staff for coming out and expressing their concerns and feels that hopefully we can figure this out. There has to be a compromise there somewhere so that these kids will still have a safe and fun program to go to. She added that the Bliss Wellness Center will open on June 4th and 5th with food, music, dance and demonstrations. They have a fellow they call the “Traveling Monk” who has been traveling the Globe and he will be coming to Newburgh at the corner of South William Street and Robinson Avenue. It will be a fun celebration for this Grand Opening. Being that Councilwoman Mejia is not here tonight she announced that on Friday, June 3rd, from 7:00 P.M. to 8:00 P.M. at 123 Grand Street there will be a Ward 1 open meeting and all are invited to attend.

Councilwoman Angelo said that tonight is the last reminder for the Memorial Day Parade coming up on May 30th at 10:00 A.M. There will be three divisions and many people marching. They will end up at Washington Headquarters with ceremonies and guest speakers. She added that many people have asked her to get the Citizens Advisory Committee going again and it helps the Council. There was a shooting in her Ward the other night so we have to see what can be done about that. She thanked everyone for coming tonight and hopes to see them at the Parade.

Councilman Harvey thanked Rev. Lewis for his powerful Prayer tonight. He thanked Tammy Hollins for her comments about Richard Peterson, Sr. He was a very significant part of his life into adulthood and he will be well missed as he was a pillar in this community so his work and legacy shall live on. Anything that can be done to support his family he said that he will be there for. In regard to the issue with Pastor Rosey, he supports her and her endeavors because her work goes far beyond the Children’s Initiative in this community. We have known about her work for a number of years so we will do what we can to resolve that. To Ms. Royal’s and Ms. Howard’s comments on gun violence he said that the circumstances we have been dealing with keeps him and a lot of people up at night. Residents feel like they are prisoners in their own homes and that they can’t go out freely and move about safely. This is one of the reasons why he pushed for the upgrading of this video surveillance program and took criticism so he has decided to make a special call for one hundred men. One Hundred Men for Newburgh is now in the planning stages of addressing the gun violence in the City of Newburgh. We have already had three meetings with Robin Gant, Director of Human Resources at IBM, and forty men who are actively engaged in trying to achieve the goal of getting one hundred men of different ethnicities and races. Their mission is to eradicate gun violence in our City through various different methodologies and influencing them with activities and opportunities to support them and be a resource for job training, employment and as mentors where in many cases they don’t have fathers in the home. This is a call for one hundred men in the City of Newburgh and they will be having their fourth meeting tomorrow here from 6:00 P.M. to 8:00 P.M. Their main goal is to address gun violence by reaching out and being a resource. Anyone interested in participating is welcome and women can be involved as well.

Councilwoman Rayford has a question about the rain barrels. Should we be concerned about the Zika Virus? She noted that our Police Department is a phenomenal group of

men and women coming to our rescue and she wanted to thank them personally. There was a meeting this past week with the Chief, herself representing the City and the Newburgh Zion Lions, Derrick Stanton from Recreation along with the Young Kings Head Coach. They met because they are collaborating to do "Stop the Violence" events which will include our youth. The tentative date for the first event is June 11th which will consist of our local basketball teams coming together and competing under one roof and realizing that they don't have anything to fight over or against. The other one will be held on July 30th and is geared towards our National Night Out. At this one we will recognize everyone who has suffered from death in our community through violence. It will be a Memorial Event for these families going back about fifteen years. We talk about these surveillance cameras but the first lenses we have are our own eyes. If you know that there is a gun in your house and you don't want it there, remember that our Police Department will take them without any repercussion. We have to be smart and take our community back. She loves Newburgh and her family has suffered the most violence here but enough is enough we can't continue the way it is going. If you hear shots, call the Police Department. Be aware and smart and keep your doors and windows locked. Take precautions and don't be afraid to speak up. She thanked everyone for coming tonight.

Mayor Kennedy reminded everyone that registration has started for youth programs for this year. There are a lot of things going on for the youth but you have to reach out for information. If you want to get into one of the City's programs, you can go on the Website to register and she reminded everyone that they fill quickly. In regard to this situation with Pastor Rosey, she has supported her over the years and there seems to be some miscommunication going on because the Land Bank does not accumulate land to keep. When they get property from the City, they spend money to remediate it and get it in shape for others to own. This business of buying property for \$1.00 is not what is happening. The property gets remediated and is then put on the market for resale. The other purpose of the Land Bank is to get it off the school tax records so it reduces our school tax load. This Land Banking idea is like a holding organization where then they work with other organizations so that it becomes taxable property to help us build our tax base. Property in the Land Bank doesn't go to nonprofits. It is supposed to generate taxable income for the City. She knows that there is some kind of project going on with this and maybe we can work out something temporary so she asked Deirdre Glenn what is going on with that lot.

Deirdre Glenn, Planning and Development Director said that nothing is going on right now. She is very aware of Pastor Rosey's Program but was not aware of where she was located. She told Pastor Rosey that she will get in touch with her.

Mayor Kennedy said there are many things going on in the City and things fall through the cracks but she can't believe someone is deliberately trying to sabotage her. If there is not already something scheduled for this lot, then it seems to her that they should be able to work something out. She asked Ms. Glenn to speak to the Land Bank and get some people together to see if they can at least come up with an interim solution until something else is worked out for the long term. In regard to Mr. Alvarez and the water collected this may help people who need it. The Memorial Day Parade is coming up and Newburgh Illuminated will be on June 18 where we will be celebrating Newburgh in many ways. There are about forty bands and one hundred vendors expected rain or shine. She added her Congratulations to the Class of 2016.

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

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 9:10 P.M.

**LORENE VITEK
CITY CLERK**

RESOLUTION NO.: ¹²⁶_____ - 2016

OF

MAY 23, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH FIREWORKS EXTRAVAGANZA
FOR THE 2016 CITY OF NEWBURGH FOURTH OF JULY CELEBRATION
FOR THE AMOUNT OF \$10,000.00**

WHEREAS, the City of Newburgh has received a proposal from Fireworks Extravaganza for fireworks for the 2016 Fourth of July celebration at a cost of Ten Thousand (\$10,000.00) Dollars; and

WHEREAS, should there be a rain event, or other circumstances beyond the City's control which prevent such fireworks to be launched on July 4, 2016, the rain date will be July 5, 2016; and

WHEREAS, this Council has determined that accepting the proposal of Fireworks Extravaganza is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to accept a proposal and execute a contract, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, with Fireworks Extravaganza for a fireworks display for the 2016 City of Newburgh Fourth of July at a cost of \$10,000.00.

Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310

US DOT Hazardous Materials Carrier DOT#2064141

MD Explosive Dealer License #W-016

NY State Dealer/Manufacturer License #D-5741

NJ Permit to Use Explosives License #003309

NYC Fireworks Contractor — Certificate of Fitness #82096355

Worldwide Experience in Pyrotechnics - Since 1995

1-800-765-BANG (2264) • 206-202-1544 FAX

174 ROUTE 17 NORTH, ROCHELLE PARK NJ 07662



Hanover Germany 2009 International
Competition first place.

www.fwextravaganza.com

May 5, 2016

City of Newburgh
4th of July Celebration
83 Broadway
Newburgh, New York 12550

Dear John:

Per our request, **Fireworks Extravaganza** is pleased to submit the following bid for your consideration for your 2016 fireworks display:

Date of the Fireworks Display:	July 4, 2016
Rain Date:	July 5, 2016

BUDGET AMOUNT:	\$10,000.00
----------------	-------------

All of our custom designed "**Fireworks Extravaganza**" include the following:

- Five million dollar (\$5,000,000.00) per occurrence, insurance coverage, which offers you the most secure and extensive coverage available in the industry.
- Five million dollar (\$5,000,000.00) Hazmat liability coverage, required by the US Government.
- All transportation and delivery costs.
- The widest available range of top-quality aerial shells and effects from around the world including extra-fancy pattern shells – Hearts, Stars, Smiley Faces, Bees, Octopus and multi-break shells for added spectacular beauty. We have many new exclusive aerial fireworks that will surely dazzle the crowd.

- The widest available range of top-quality aerial shells and effects from around the world including extra-fancy pattern shells – Hearts, Stars, Smiley Faces, Bees, Octopus and multi-break shells for added spectacular beauty. We have many new exclusive aerial fireworks that will surely dazzle the crowd.
- A skillfully executed production that will vary in intensity and effects to deliver the maximum crowd appeal the display will last approximately 30 minutes. There will be no “dark skies” – we keep the palette of the night sky constantly filled with exciting colors and sound, and the “oohs” and “aahs” never stops.

PRINCIPPIA, OR OPENING BARRAGE

The production will begin with two or three loud salutes to make any adjustments necessary for wind conditions and to get the crowd’s attention. The Princippia will then begin with out exclusive gleaming gold and silver comet shells shooting upward across an approximate 100 to 150 foot front accompanied by load aerial salutes. Then a multi-colored aerial barrage of star shells and more salutes will complete the Princippia, which concludes with a huge six inch shell. This opening presentation will last approximately one minute.

PRINCIPPIA

Multi-colored shells	1,000	shells
Salutes	200	salutes

These are not Roman Candles, or “backyard” fireworks – the 2 ½” gleaming comets are exclusively for ***Fireworks Extravaganza***, and the salutes are very loud boxes 2-1/2” finale salutes.

Aerial star shell barrage of two		
2 ½” and three inch shells:	250	shells
Four inch shells:	18	shells
Five inch shells:	15	shells
Six inch shells:		

Total Princippia Shells	1,483 shells
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MAIN AERIAL SHELL PRODUCTION PORTION

The part of your production will last approximately 26 minutes and will be fired at a pace to keep the full attention of the audience. We will insure you have a shell in the air about every 3 to 5 seconds often more when we are firing flights of shells and using multi-break fancy shells. All of the shells used will be top quality imported and manufactured by Lidu, Yung Feng, Sunny, Tanghua Factories in China or American made shells and many of them will be extra fancy multi-effect or multi-break shells.

MAIN PRODUCTION

SHELLS

Three inch shells

216 shells

These will include red, green, silver, gold, blue, purple and white peonies and chrysanthemums, strobes, spiders, cracking, coconuts, willows, extra fancy color-changing shells, American extra fancy multi-break specialty shells, variegated swimming mines, brocade wave purple, yellow falling leaves, whistle shells, extra fancy ruby, emerald, purple, sunflower, white, aquamarine, silver and fancy oriental and American special effect star shells.

Four inch aerial shells

108 shells

These will include spiders, purple to popping chrysanthemums, lemon peony, red crackling dahlia, silver to red swimming star, red green tip with silver coco ring, and silver willow. Many of these shells are custom made for our company.

Five inch aerial shells

72 shells

These will include fancy assorted peonies and chrysanthemum shells in variegated colors. Kamuro shells, brocade crown shells, stars, heart, bowtie ring, strobe shells, red to popping flower with popping flower pistil, charcoal chrysanthemum and blue and extra-fancy Oriental Cylinder special effect shells.

Six inch aerial shells

27 shells

These will include Thousands of Titanium Salutes, White Strobe Waterfall, Golden Bow Tie with blue ring, red, green, orange, plum chrysanthemums, and three color changing chrysanthemum with glittering silver pistil that will fall to the earth in a giant curtain.

Total Main Production Shells

423 shells

INTRODUCTION TO THE GRAND FINALE

“COLOR THUNDER WALL” – This is a *Fireworks Extravaganza* exclusive effect for 2016 and we will include it in your display. It is comprised of unique one through two and one half inch angled aerial mini-shells that whistle, twirl, zigzag, and explode in dazzling colors. These are exclusively designed and manufactured to our specifications in the USA and the Far East. No other company will have this show-stopping effect. The audience actually thinks this is the Grand Finale, and as the last shells burst, we will pause for a few seconds and begin the actual Grand Finale.

“COLOR THUNDER” SHELLS

2,000 shells

THE GRAND FINALE

The Grand Finale will consist of a massive barrage of aerial star shells, comets, and salutes from two inches to five inches that will take the crowd's breath away. The barrage will conclude with a solid wall of loud titanium salutes (loud booms), followed by a gigantic six in extra fancy "Diadem" shell that will glow and twinkle as it slowly falls to earth in a giant curtain.

THE GRAND FINALE

SHELLS

Two, 2 ½ and Three inch shells

350 shells

Four inch shells

18 shells

Five inch shells

15 shells

Six inch shells

12 shells

**Total Grand Finale shells
(Includes the Introductions)**

2,395 shells

TOTAL PROGRAM SHELLS

4.301 shells

We are one of the fastest growing fireworks companies in the country. We consider our safety record second to none and are extremely proud of our work. We work 365 days a year to make the day of your event spectacular.

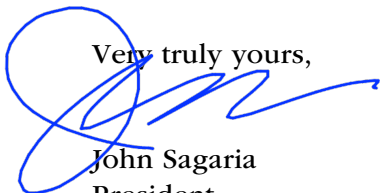
As you may be aware, ***Fireworks Extravaganza*** supplies custom fireworks displays to many communities in the Mid-Atlantic region. We produce and design hundred and hundred of displays per year. We are small enough to be able to offer close custom services and large enough to have the resources to safely produce the display. Please make sure to look at our website for references and a list of our clients.

Some of the shows we perform are: Rocking Horse Ranch, Town of Haverstraw, Rockland Boulders Baseball Team, Amenia Fire Company, Hartwood Club and the Town of Kent.

We have won various awards all over the world for the displays we produce such as 2009 Hannover Germany World Fireworks Competition Fire Place, Ridgewood NJ Best Show of NJ (6 years running), PGI Best show of 2013, 2015 & 2016 Soca Monarch in Trinidad, West Indies.

We look forward to performing your "***Fireworks Extravaganza***" in 2015, and we are honored for the chance to work with you. If you have any questions regarding our proposal please feel free to call me directly at 800-765-2264, extension 713, I remain,

Very truly yours,



John Sagaria
President

Jsagaria@fwextravaganza.com

RESOLUTION NO.: ¹²⁷_____ -2016

OF

MAY 23, 2016

**A RESOLUTION AMENDING THE 2016 PERSONNEL ANALYSIS BOOK
TO CHANGE TWO TEMPORARY LABORER POSITIONS TO
TWO FULL-TIME MAINTENANCE LABORER POSITIONS
IN THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the Department of Public Works has recommended changing two temporary Laborers positions to two permanent full-time Maintenance Laborer positions; and

WHEREAS, the City Council has determined that changing two temporary Laborer positions in the Department of Public Works to permanent full-time Maintenance Laborer positions will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh; and

WHEREAS, the change from the two temporary Laborer positions to two permanent full-time Maintenance Laborer positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2016 and funding for such permanent full-time positions will continue to be derived from the CDBG budget;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2016 be and is hereby amended to create eliminate two temporary Laborer positions and add two permanent full-time Maintenance Laborer positions within the Department of Public Works at Grade 5, Step 1 with funding to be derived from the CDBG budget.

RESOLUTION NO.: 128 - 2016

OF

MAY 23, 2016

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
ANDREASSEN ASSOCIATES, LLC TO PROVIDE
BUILDING SAFETY INSPECTOR TRAINING AT A COST OF \$6,500.00**

WHEREAS, the City of Newburgh is providing Building Safety Inspector Training in June 2016 for the purpose of obtaining Building Safety Inspector certification for participants who complete the course of training and pass an exam administered by the New York State Department of State Division of Building Standards and Codes; and

WHEREAS, Andreassen Associates, LLC has submitted a proposal, a copy of which is attached, to provide the training services at a cost of \$6,500.00 and has been identified as a qualified provider of said training; and

WHEREAS, this Council finds that accepting the proposal of Andreassen Associates, LLC 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 enter into an agreement with Andreassen Associates, LLC to conduct Building Safety Inspector Training in accordance with the terms in the proposal at a cost of \$6,500.00 Dollars.

ANDREASSEN ASSOCIATES, L.L.C.

Commercial / Residential Inspections--Estimating / Consulting
Reporting Meets ASHI (American Society of Home Inspectors) Standards
Reporting Meets NYS Home Inspector Standards of Practice
Retired NYS Building Inspector - Registration #0794-7115B
American Society of Home Inspectors Member # 099320
New York State Licensed Home Inspector # 16000008766
Member Historic Building Inspectors Association
Retired Building Official & Former NYS Dept. of State Code Instructor
Water, Septic, Radon, Mold, Lead and Pest Inspection & Testing
Aerial Photographs / Phase I Environmental Audits (arranged)
Building Consulting & Other Inspection Services Available



Paul Andreassen, Pres.
PO Box 212
11 27 Main Street
Malden-on-Hudson
New York 12453
Ph/Fax: (845) 246-6414 X 2
pandreasseninspector@gmail.com
(I - Phone) 845-332-7395

Contract Agreement- (Building Safety Inspector course: 9A,B,C & BSI Update training & exams)

4-23-16

Lt. Ric LoCicero
Training Officer
City of Newburgh
Fire Department

RE: Building Safety Inspector Training (*formerly known as CCT-code compliance technician*)
Sixty five hours of contact time
June 2016 (Exact dates and location TBD)

Dear Lt. LoCicero,

Thank you for the inquiry regarding code training for the City of Newburgh. Please review the training agreement:

The course consists of three modules, 9A, 9B and 9C. When completed a **single exam** will be administered by the Department of State's Division of Building Standards and Codes (at the classroom or facility where the course to be taught). Successful completion of the course of study and passing the exam will lead to the BSI (Building Safety Inspector) certification. ***100% attendance is required of all students.***

At the completion of the final day of 9 C, another three hour Update Course for BSI's will be provided and a five question exam administered by the instructor. ***Approximately sixty five hours of total contact time involved.***

The course will be offered the first three weeks of June 2016
The exact dates, times and classroom location to be determined

Students will be required to have in their possession ***during all classroom*** time the current edition of the following: **The Building Code of NYS 2010, The Existing Building Code of NYS 2010, The Fire Code of NYS 2010 and the Property Maintenance Code of NYS 2010.** These books are available for purchase at <http://shop.iccsafe.org/codes/state-and-local-codes/new-york-state.html>.

***Printed workbooks for each student will be the responsibility of the facility. This will be explained prior.**

The facility (City of Newburgh) will be responsible for **providing the printed material and workbooks** (copied from a pdf provided by the Department of State), the training space, projector with speakers, insurance for students and providing the instructor with a list of names, addresses, emails/contact information etc. for all students enrolled in the course.

The instructor will be responsible for arriving at least 15 minutes prior to the training and setting up the projector and classroom.

The instructor will take attendance and interact with the Department of State's Division of Building Standards and Codes with regard to verifying 100% attendance and administering the exams should the DOS proxy not be available.

The course will be offered beginning the first week of June 2016. Emergencies notwithstanding.

The Department of State's Division of Building Standards and Codes (Codes Division) will be responsible for providing each student with a certificate upon successful completion of the classroom attendance and exams in accordance with Title 19 NYCRR, Part 434 & 1203.

The instructor will provide general liability insurance and be responsible for all withholding taxes (an ID # has been provided to the City of Newburgh Comptroller's office).

Instructor rate is \$100 per hour: Contract rate for providing the training for 9A, 9B, 9C & the BSI Update course: (approximately 65 hours) **\$6,500.**

Additional students may wish to attend the BSI class to obtain certification. The fee for this can be arranged between the student and the City of Newburgh administration and not involve the instructor. Maximum classroom attendance 25. There is no minimal. The instructor fee remains the same from 1-25 students.

Payment in full upon completion of the course will be required.

Acceptance of contract _____ Title _____ Date _____

Respectfully submitted,

Paul Andreassen
President
Andreassen Associates, LLC

KVS: 8686 0448 8065
2015
↑
IDIS: (CDI)
524 2015

Document Title: Andreassen Associates, L.L.C.

Approved as to Form:

MICHELLE KELSON
Corporation Counsel
Per Res. No. _____

DATE

JOHN J. ABER
City Comptroller
Per Res. No. _____

DATE

RESOLUTION NO.: 129 - 2016

OF

MAY 23, 2016

**A RESOLUTION AMENDING RESOLUTION NO. 111-2016 OF APRIL 25, 2016
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
INTER-LOCAL AGREEMENT BETWEEN THE COUNTY OF ORANGE AND
THE CITY OF NEWBURGH IN CONNECTION WITH
THE 2015 BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM
TO FACILITATE THE REALLOCATION OF FUNDS FROM COMMUNITY
POLICING ACTIVITIES TO STREET CAMERA SURVEILLANCE EQUIPMENT
UPGRADES**

WHEREAS, the Justice Assistance Grant (“JAG”) Program provides funds for various law enforcement agencies throughout the State of New York; and

WHEREAS, the City of Newburgh joined the County of Orange and other local law enforcement agencies in applying for the 2015 Byrne Memorial JAG, which provides funds for various important law enforcement functions as provided by the terms of the award; and

WHEREAS, the County has agreed to set aside \$19,610.00 from the 2015 Local JAG Award – 2015-DJ-BX-0991 for the City of Newburgh with no City match required to be used toward the cost of community policing activities; and

WHEREAS, the City requested a change in the allocation of said funding award from community policing activities to upgrading the City of Newburgh street camera surveillance equipment and by Resolution No. 111-2016 of April 25, 2016, the City Council authorized the City Manager to enter into an Inter-Local Agreement with the County in order to receive said funds for street camera upgrades through the County under the terms of the 2015 Byrne Memorial JAG Program and the terms and conditions of the Inter-Local Agreement; and

WHEREAS, the County now advised that the 2015 Byrne Memorial JAG Program requires the City and the County to execute the original Inter-Local Agreement allocating the funding to the City for community policing activities after which a budget change request can be made to re-allocate the funding to street camera surveillance upgrades; and

WHEREAS, this Council finds that amending Resolution No. 111-2016 of April 25, 2016 to authorize the City Manager to enter into the Inter-Local Agreement between the County of Orange and the City of Newburgh to receive funds from the 2015 Byrne Memorial JAG Program through the County for community policing activities and to support a subsequent budget amendment to reallocate said funding for street camera surveillance upgrades 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 enter into an inter-local agreement between the County of Orange and the City of Newburgh under the 2015 Byrne Memorial JAG Program Award to receive funds through the County of Orange under the terms of said program and under the terms and conditions of the agreement, a copy of which is attached hereto, for community policing activities; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh supports the application of the County of Orange for a budget amendment to reallocate the portion of the 2015 Byrne Memorial JAG Program Award funding set aside for the City of Newburgh from community policing activities to street camera surveillance upgrades; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he is hereby further authorized to execute an amended Inter-Local Agreement between the County of Orange and the City of Newburgh under the 2015 Byrne Memorial JAG Program Award to receive funds through the County of Orange under the terms of the program upon the approval of a budget amendment to reallocate the funding set aside for the City of Newburgh from community policing activities to street camera surveillance upgrades.

RESOLUTION NO.: 111 - 2016

OF

APRIL 25, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN INTER-LOCAL AGREEMENT BETWEEN
THE COUNTY OF ORANGE AND THE CITY OF NEWBURGH IN CONNECTION
WITH THE 2015 BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM**

WHEREAS, the Justice Assistance Grant ("JAG") Program provides funds for various law enforcement agencies throughout the State of New York; and

WHEREAS, the City of Newburgh joined the County of Orange and other local law enforcement agencies in applying for the 2015 Byrne Memorial JAG, which provides funds for various important law enforcement functions as provided by the terms of the award including but not limited to street surveillance cameras, undercover vehicle availability, unmarked patrol vehicles, acquisition of an evidence management system, upgrade to the Live Scan fingerprinting system and related database compilation and access, technology and equipment, record-keeping, training and the enhancement of other important police functions; and

WHEREAS, the County has agreed to set aside \$19,610.00 from the 2015 Local JAG Award – 2015-DJ-BX-0991 for the City of Newburgh with no City match required to be used toward the cost of upgrading the City of Newburgh street camera surveillance equipment;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an inter-local agreement between the County of Orange and the City of Newburgh in connection with the 2015 Byrne Memorial JAG Program Award to receive funds through the County of Orange under the terms of said program (the "Grant") and under the terms and conditions of the agreement, a copy of which is attached hereto, for various important law enforcement functions for the City of Newburgh and other local law enforcement agencies.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 4/25/16
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 25 day of April 2016

City Clerk

**STATE OF NEW YORK
COUNTY OF ORANGE**

**INTER-LOCAL AGREEMENT
BETWEEN THE COUNTY OF ORANGE AND CITY OF NEWBURGH, NY
2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the COUNTY OF ORANGE, which is authorized to execute this Inter-local Agreement by virtue of authority granted pursuant to the Orange County Charter, more specifically Section 3.02(m) thereof, to be administered by and through the Orange County Office of Emergency Services, hereinafter referred to as COUNTY, and the CITY OF NEWBURGH, acting by and through its governing body, the NEWBURGH CITY COUNCIL, hereinafter referred to as CITY, both of ORANGE COUNTY and in the STATE OF NEW YORK, witnesseth:

WHEREAS, this agreement is made under the authority of Section 99-h of the New York State General Municipal Law; and

WHEREAS, each governmental instrumentality, in performing their governmental functions or in paying for the procurement of the governmental functions contemplated hereunder, shall make that performance or the payments for the procurement of such services from current revenues legally available to that party; and

WHEREAS, each governmental instrumentality finds that the performance of this Inter-local Agreement is in its best interests and that the undertaking of the obligations as defined and described herein will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Inter-local Agreement; and

WHEREAS, the CITY agrees that the COUNTY will receive the full amount of the disparate aware of \$51,477 and will administrator the FY 2015 JAG award and that further, the County will act as the fiscal agent for said funds; and

WHEREAS, funds obtained from the 2015 JAG Award will be shared by the County of Orange and the municipalities of the City of Newburgh and the City of Middletown.

WHEREAS, the County will receive the 2015 JAG funding in the amount of \$51,477 and act as the fiscal agent and will obtain grant funds and distribute same to the participating municipalities for their individual projects in the agreed allocation amounts.

The COUNTY and the CITY agrees that this disparate award will be allocated as followed:

The City of Newburgh utilize its portion of the award, \$19,610 for overtime for Community Policing Efforts

The City of Middletown will utilized its portion of the grant \$6,500 to purchase a fixed-pole mounted camera, in which the residents and businesses are provided with an additional critical layer of security for enhancing public safety in the areas of highest activity.

The County will receive \$25,367 toward the operation cost of maintaining a County Law Enforcement Vehicle Locator Dispatching system to benefit all municipal, county, and state police patrol vehicles within the county for police and public safety broadband services.

WHEREAS, the CITY and COUNTY believe it to be in the best interests to allocate the FY 2015 JAG funds accordingly.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The recitals are hereby incorporated into this agreement as if fully set forth hereto.

Section 2.

CITY acknowledges that the COUNTY will receive the total amount of JAG funds.

Section 3

COUNTY agrees to set aside \$19,610 for the CITY's portion of the project funding

Section 4.

Nothing in the performance of this Inter-local Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the General Municipal Law and/or Local Laws.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the General Municipal Law and/or Local Laws.

Section 6.

Each party to this Agreement will be responsible for its own actions in providing services under this Inter-local Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Inter-local Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF NEWBURGH

Mayor

Notary Public

Sworn to before me this ____ day
of 2016

COUNTY OF ORANGE

Stefan ("Steven") M. Neuhaus
County Executive

Notary Public

Sworn to before me this ____ day
of 2016

Cameron, Daniel

From: Cherry, Craig <ccherry@orangecountygov.com>
Sent: Thursday, May 05, 2016 1:47 PM
To: Cameron, Daniel
Subject: RE: 2015 JAG

Hi Dan

I reached out to our BJA rep just to be sure.....we have to proceed with the original requested project to meet all of the conditions. The MOA is still outstanding. We have to proceed with the original project as identified and get that done. Once we have met all of the conditions then we can request the Grant adjustment (GAN). So please return the MOA for the original project. Once they have it we can move quickly on the GAN.

Please call if you have any questions,
Craig

From: Cameron, Daniel [mailto:DCameron@cityofnewburgh-ny.gov]
Sent: Wednesday, May 04, 2016 9:41 AM
To: Cherry, Craig
Subject: RE: 2015 JAG

Hi Craig,

Still waiting on the price quote from the company. As far as the MOA the only one I have is the one that says it will be used for community policing. Last we spoke you were going to send me a new one?

Dan

Daniel Cameron

Chief of Police
City of Newburgh Police Department
55 Broadway, Newburgh NY 12550
(845) 561-3131
dcameron@cityofnewburgh-ny.gov



From: Cherry, Craig [mailto:ccherry@orangecountygov.com]
Sent: Friday, April 29, 2016 10:52 AM
To: Cameron, Daniel
Subject: 2015 JAG

Hi Dan,

BJA is requesting a breakdown of cost for the change of scope to the 2015 grant:
Can you give me a short breakdown of equipment cost that equals the amount of the grant.

I know that the project will cost more than the grant amount so just list enough equipment to cover the \$19,610 or if you have a quote for the project even if it is an estimate and the equipment is generalized. Do not need specifics. Cameras/multiplexer/monitors etc.

Also can I get that signed MOA?

I really need that right way of possible.

Thanks

Craig

Craig W. Cherry, Deputy Commissioner
Orange County Department of Emergency Services
Division of Police Services
Traffic Safety/Stop DWI Coordinator
22 Wells Farm Road
Goshen, N.Y. 10924
Office (845) 615-0564
Cell (845) 857-0046
ccherry@co.orange.ny.us

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CITY OF NEWBURGH POLICE DEPARTMENT

PUBLIC SAFETY BUILDING

55 BROADWAY

NEWBURGH, NY 12550-5698

TEL: (845) 561-3131 FAX: (845) 561-9052 OR (845) 565-5662

FY 2015 Edward Byrne Memorial Justice Assistance Grant – 2015-DJ-BX-0991
City of Newburgh Police Department

Program Description
2015 JAG Funding request

The City of Newburgh Police Department would like to request that the funding be utilized towards the upgrading of the City of Newburgh street camera surveillance equipment.

The City of Newburgh is currently working with a vendor in order to install new, and upgrade existing street cameras, to be utilized by the police department in order to monitor crime and assist with investigations.

Additional funding is required to complete this task and the City of Newburgh hereby requests that the 2015-DJ-BX-0991 available funding be allocated for this purpose.

BUDGET:

\$19,610

Daniel C. Cameron
Chief of Police
April 13, 2015

RESOLUTION NO.: ¹³⁰_____ - 2016

OF

MAY 23, 2016

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
BPAS ACTUARIAL AND PENSION SERVICES, LLC FOR ACTUARIAL SERVICES
RELATED TO THE CITY'S RETIREE GROUP HEALTH BENEFITS PROGRAM IN THE
AMOUNT OF \$11,000.00 FOR THE YEAR 2016 AND \$2,500.00 FOR THE YEAR 2017
FOR A TOTAL AMOUNT OF \$13,500.00**

WHEREAS, the City has obtained proposals for professional actuary services to comply with the standards and requirements of GASB-45 in connection with the annual audit of the City's financial statements and in particular with respect to the City's obligations to provide post-retirement benefits; and

WHEREAS, BPAS Actuarial and Pension Services, LLC has submitted a proposal and has been identified as the preferred provider on the basis on its qualifications and experience and the lowest proposed price to perform such services for the years 2016 and 2017; and

WHEREAS, funding for said actuarial services was allocated in the 2016 Budget and the City Council deems it to be in the best interests of the City to enter into a new agreement with BPAS Actuarial and Pension Services, LLC to provide such services for the years 2016 and 2017;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with BPAS Actuarial and Pension Services, LLC for actuarial services related to the City's retiree group health benefits in compliance with the requirements of GASB-45, in the amount of \$11,000.00 for 2016 and \$2,500.00 for 2017, for a total amount of \$13,500.00.



One Lincoln Center | Twelfth Floor | Syracuse, NY 13202

Private & Confidential

Mr. John J. Aber
Comptroller
City of Newburgh
83 Broadway
Newburgh, NY 12550



Private & Confidential

May 3, 2016

Mr. John J. Aber
Comptroller
City of Newburgh
83 Broadway
Newburgh, NY 12550

RE: Service Agreement for City of Newburgh

Dear John:

Enclosed you will find our Service Agreement that includes details of our Scope of Services and Fee in Appendix A. Our standard Terms of Engagement are attached. If you would like us to proceed with the engagement, please sign the Service Agreement and approve the fees by initialing Appendix A. Return a signed copy to us; we will not begin work until we receive this authorization.

This agreement will remain in effect unless terminated in writing by either party subject to the requirements outlined in our Terms of Engagement. On an annual basis, if future changes to the fee are proposed, we will provide you with the updated Appendix A to approve. The Service Agreement and Terms of Engagement will only be sent in the future if there are changes to the scope of services or our standard terms. Also included under Appendix B is contact information for your engagement team and information about BPAS.

In addition, please note that Actuarial Standard of Practice No. 6, the standard that provides guidance and recommended practices for actuaries who value retiree group benefits plans, has recently been revised. It now requires the reflection of age-specific claims costs associated with the underlying benefits provided by each benefit plan for all plans, including the NYSHIP plans. Compliance with revised ASOP 6 will require additional calculations and valuation time, which has been reflected in the fees illustrated in Appendix A.

We value our relationship with your organization and look forward to continuing to serve you. Please review this information carefully, and if you have any questions please do not hesitate to call me at (315) 703-8919.

Sincerely,

Sharon K. Rainka, FSA, MAAA
Vice President, Chief Healthcare Actuary
BPAS Healthcare Consulting Services

Solving Tomorrow's Benefit Challenges Today

BPAS Family of Services: Plan Administration & Recordkeeping | TPA Services | Actuarial & Pension Services | VEBA & HRA/HSA Services | Fiduciary Services
AutoRollovers & MyPlanLoan Services | Healthcare Consulting Services | Hand Benefits & Trust, a BPAS Company | BPAS Trust Company of Puerto Rico

BPAS offices in: Rochester, Syracuse, Utica, & New York, NY | Philadelphia & Pittsburgh, PA | Houston, TX | E. Hanover, NJ | San Juan, PR

SERVICE AGREEMENT

Agreement

This Service Agreement ("Agreement") is between City of Newburgh (the "Sponsor") and BPAS Actuarial and Pension Services, LLC ("BPAS").

Purpose

BPAS is to provide actuarial consulting services related to the following benefit plan of the Sponsor.

- Retiree Group Health Benefits Program

Our work will be performed based on actuarial standards of practice and applicable laws, regulations and/or accounting standards. With regard to our services, the following generally apply.

- The Sponsor will provide BPAS, as requested in a specified format and timely manner, information regarding the Plan (i.e. plan provisions, plan participants, plan assets, benefit payments, etc.) in order to complete the services outlined herein. The Sponsor will take full responsibility for ensuring that the data provided is reasonable and appropriate. While BPAS will take all necessary steps in compliance with Actuarial Standards of Practice to ensure the reasonableness of the information provided, we will not perform an audit or independent verification of the information.
- Economic and demographic assumptions and methods must be determined in order to complete the services outlined herein. The Sponsor will determine all assumptions and methods necessary to complete the actuarial valuation, and assume all responsibility for ensuring those assumptions and methods are reasonable and appropriate. BPAS will provide the Sponsor with guidance and information necessary to assist in the determination of all assumptions and methods required.
- The information contained in our report(s) will be prepared for the internal use of the Sponsor and its auditors in connection with our actuarial valuation(s). It is not intended, nor necessarily suitable, for other purposes. BPAS has no responsibility to update the report(s) for events and circumstances occurring after the date of the report(s).

SERVICE AGREEMENT

Fees

The specific services and associated professional service fees for each of the benefit plans are outlined in Appendix A of this Agreement. BPAS reserves the right to amend the fee schedule from time to time. The Sponsor will receive prior notification of such changes.

The associated fees in Appendix A for the services outlined are based on the time required to perform the services. With regard to the expected time and our fee, we assume the following:

- Receipt of complete and accurate data in the format requested by the due date required, in order to staff the engagement appropriately and complete the work in the mutually agreed upon timeframe. Please refer to Appendix B for details regarding your BPAS engagement team.
- Other professional service providers, such as plan and company auditors, may require assistance from BPAS in order to perform their related services. We have assumed two hours of support in our fee. Additional time will be billed separately based on the hourly rates outlined in Appendix A.
- There will be no changes in any areas, including current law, regulations, accounting standards or plan provisions that would impact our deliverables. If however, there are changes that would impact the scope of our services, we will notify you and get approval for the revised fee before proceeding.
- We will not bill separately for out of pocket expenses associated with one meeting per year. For additional meetings, the consulting time will be billed based on the hourly rates outlined in Appendix A and travel expenses will be invoiced.

By signing below you are authorizing BPAS to perform the professional services outlined in Appendix A and you are agreeing to the associated fee outlined in Appendix A. In addition by signing below you are agreeing to the conditions outlined in this agreement, including those outlined in the attached "Terms of Engagement". Finally, unless noted otherwise below, you are authorizing BPAS to use the Sponsor as a reference (either written or verbal) with respect to the professional services provided.

Acceptance of Agreement

We agree with the terms set forth in this Agreement; including the use of the Sponsor as a reference for BPAS unless otherwise noted below:

BPAS Actuarial and Pension Services, LLC

Sharon M. Rainka

Vice President

5/3/2016

Signature

Title

Date

City of Newburgh

SIGN
HERE

Authorized Representative Signature

Title

Date

_____ Initial here if you do NOT want BPAS to use the Sponsor as a reference for this engagement.

APPENDIX A – FEE SCHEDULE

RETIREE GROUP HEALTH BENEFITS PROGRAM SPONSORED BY CITY OF NEWBURGH

Full Actuarial Valuation Services..... \$11,000

GASB 45 Full Actuarial Valuation for the fiscal year ending December 31, 2016

- Analysis of census data.
- Analysis of plan provisions and development of per capita claims costs.
- Calculation of Actuarial Accrued Liability as of the beginning of the fiscal year.
- Determination of Annual OPEB Cost for the fiscal year.
- Preparation of the actuarial valuation report detailing the results of the valuation.
- Determination of the Net OPEB Obligation at fiscal year end.
- Development of Required Supplemental Information and Notes to the Financial Statements to be included on the financial statements.

Interim Actuarial Valuation Services..... \$2,500

GASB 45 Interim Actuarial Valuation for the fiscal year ending December 31, 2017

- Calculation of Actuarial Accrued Liability as of the beginning of the fiscal year.
- Determination of Annual OPEB Cost for the fiscal year.
- Determination of the Net OPEB Obligation at fiscal year end.
- Development of Required Supplemental Information and Notes to the Financial Statements to be included on the financial statements.

For services or additional work that is hourly based, our rates range from \$110 to \$500.
Every attempt will be made to have the work performed at the lowest billing rate possible.

APPENDIX B

YOUR ENGAGEMENT TEAM - SYRACUSE OFFICE

Name	Title	Telephone Number	Email Address
Sharon Rainka	Vice President	(315) 703-8919	srainka@bpas.com
Melissa Desiderio	Senior Consultant	(315) 703-8926	mdesiderio@bpas.com
Rachel Guernsey	Associate	(315) 703-8948	rguernsey@bpas.com

About BPAS

BPAS is a national provider of retirement plan administration and related services. We serve more than 4,000 retirement plans and 400,000 participants through partnerships with financial advisors and hold more than \$19 billion of assets under custody. With our breadth of services, we are well positioned to help our clients solve their benefit plan challenges without juggling lots of providers to get there.

Our family of services include: BPAS Plan Administration & Recordkeeping Services, BPAS Actuarial and Pension Services, BPAS TPA Services, BPAS Fiduciary Services, BPAS Healthcare Consulting Services, BPAS VEBA & HRA/HSA Services, BPAS AutoRollovers & MyPlanLoan Services, Hand Benefits & Trust (a BPAS Company), and BPAS Trust Company of Puerto Rico.

Specialty practices include auto enrollment plans, multiple employer plans, plans with employer securities, PR 1081 plans, VEBA/HRA plans, cash balance plans, and collective investment fund administration.

With ten offices across the nation and 270 retirement plan professionals, we are committed to "Solving Tomorrow's Benefit Challenges Today."

Look to BPAS for all of your retirement and benefit plan administration needs. One company. One call.

Terms of Engagement

Entire Agreement

These Terms of Engagement and the Service Agreement letter to which they are attached (collectively, the "Agreement") constitute the entire agreement between the client to whom such engagement letter is addressed and any other legal entities referred to therein ("Client" or "you") and BPAS Actuarial and Pension Services, LLC, a New York limited liability company ("BPAS Actuarial and Pension Services," "we" or "us"), regarding the services described in the engagement letter. No modification, variation, amendment or supplement to this Agreement shall be effective for any purpose whatsoever unless reduced to writing and signed by each party.

Responsibilities of the Client

In circumstances where the Client is a business entity, the Client agrees to identify those individuals authorized to request services from BPAS Actuarial and Pension Services under the terms of this Agreement. Individuals authorized to request services agree to identify the purpose of the services, and identify for whom the services are to be performed (e.g., the corporation, an employee, a director) at the time the services are requested.

A fundamental term of this Agreement is that the Client will provide us with all information relevant to the services to be performed and to provide us with any reasonable assistance as may be required to properly perform the engagement. The Client agrees to bring to our attention any matters that may reasonably be expected to require further consideration to determine the proper treatment of any relevant item. The Client also agrees to bring to our attention any changes in the information as originally presented as soon as such information becomes available. Client acknowledges that it retains all management responsibilities related to judgments and decisions regarding the Client's financial or business matters.

Unless otherwise indicated, any returns, reports, letters, written opinions, memoranda, etc. delivered to the Client as part of the services ("Deliverables") are solely for the Client and are not intended to nor may they be relied upon by any other party (each, a "Third Party").

Responsibilities of BPAS Actuarial and Pension Services

We will perform our services on the basis of the information you have provided and in consideration of the applicable federal, foreign, state or local tax laws, regulations and associated interpretations relative to the appropriate jurisdiction as of the date the services are provided. Laws and regulations are subject to change at any time, and such changes may be retroactive in effect and may be applicable to advice given or other services rendered before their effective dates. We do not assume responsibility for such changes occurring after the date we have completed our services. Client acknowledges that BPAS Actuarial and Pension Services does not practice law and our services do not constitute legal advice.

Some of the matters on which we may be asked to advise the Client may have implications to other persons or entities. However, we have no responsibility to these persons or entities unless we are specifically engaged to

address these issues to such persons or entities, and we agree to do so in writing.

We will discuss with Client any issues of which we are aware that we believe may subject the Client to penalties and discuss with Client possible courses of action to avoid the imposition of any penalty. We are not responsible for any penalties imposed for positions that have been discussed with Client where we recommended a course of action to avoid penalties and the Client elected not to pursue such course.

BPAS Actuarial and Pension Services is not responsible for any penalties assessed against the Client as the result of the Client's failure to provide us with all the relevant information relative to the issue under consultation. Furthermore, the Client agrees to defend, indemnify and hold BPAS Actuarial and Pension Services harmless for any penalties imposed on BPAS Actuarial and Pension Services or its staff, as the result of the Client's failure to provide such information.

Electronic Communications

In performing services under this Agreement, BPAS Actuarial and Pension Services and/or Client may wish to communicate electronically either via facsimile, electronic mail or similar methods (collectively, "E-mail"). However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Unless you notify us otherwise, your acceptance of this Agreement constitutes your consent to use E-mail. All risks related to your business and connected with your use of E-mail are borne by you and are not our responsibility.

Both parties will carry out procedures to protect the integrity of data. In particular, it is the recipient's responsibility to carry out a virus check on any attachments before launching or otherwise using any documents, whether received by E-mail or on disk or otherwise.

Engagement Limitations

Except as may be specified in this Agreement, we will not audit or otherwise verify the information supplied to us, from whatever source, in connection with this engagement.

As you are aware, tax returns and filings with taxing and regulatory authorities may be subject to audit. We will be available to assist the Client in the event of an audit of any issue for which we have provided services under this Agreement. However, unless otherwise indicated, our fees for these additional services are not included in our fee for the services covered by this Agreement.

We will not be prevented or restricted by anything in this Agreement from providing services for other clients.

We are not responsible for auditing or verifying the work performed by previous service providers and are in no way liable for errors or omissions caused by such service providers.

In the course of our engagement, certain communications between Client and BPAS Actuarial and Pension Services may be subject to a confidentiality privilege. Client recognizes that we may be required to disclose such communications to federal, state and international regulatory bodies; a court in criminal or other civil litigation; or to other Third Parties, including Client's independent auditors, as part of our professional responsibilities. In the event that we receive a request from a Third Party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify you to the extent we are allowed to disclose the request for information. We agree to cooperate with Client in any effort to assert any privilege with respect to such information, provided Client agrees to hold BPAS Actuarial and Pension Services harmless from and be responsible for any costs and expenses resulting from such assertion.

Disassociation or Termination of Engagement

Either party may terminate this Agreement upon written notice to the other party. In the event of termination, Client will be responsible for fees earned and expenses incurred through the date the termination notice is received.

Limitation of Liability

All services will be rendered by and under the supervision of qualified staff in accordance with the terms and conditions set forth in this Agreement. BPAS Actuarial and Pension Services makes no other representation or warranty regarding either the services to be provided or any Deliverables; in particular, and without limitation of the foregoing, any express or implied warranties of fitness for a particular purpose, merchantability, warranties arising by custom or usage in the profession, and warranties arising by operation of law are expressly disclaimed.

In no event, unless it has been finally determined by a court of competent jurisdiction that BPAS Actuarial and Pension Services was grossly negligent or acted fraudulently, shall BPAS Actuarial and Pension Services be liable to the Client or any of its officers, directors, employees or shareholders or to any other third party, whether such claim is based in tort, contract or other law for any amount in excess of the total professional fee paid by you to us under this Agreement for the particular service to which such claim relates.

IN NO EVENT SHALL BPAS ACTUARIAL AND PENSION SERVICES BE LIABLE TO YOU OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY LOSS OF PROFIT, LOSS OF REVENUE, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES OF ANY NATURE, OR FOR ANY REASON, INCLUDING WITHOUT LIMITATION, THE BREACH OF THIS AGREEMENT OR ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Resolution of Differences

In the unlikely event that differences concerning this Agreement should arise that are not resolved by mutual agreement, to facilitate judicial resolution and

save time and expense of both parties, BPAS Actuarial and Pension Services and the Client agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Other Provisions

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. All terms and conditions of this Agreement that are intended by their nature to survive termination of this Agreement shall survive termination and remain in full force, including but not limited to the terms and conditions concerning payments, warranties, limitations of liability, indemnities, and resolution of differences. If any provision of this Agreement, including the Limitation of Liability clause, is determined to be invalid under any applicable law, such provision will be applied to the maximum extent permitted by applicable law, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

Collection of Fees

In the event that Client fails to remit to BPAS Actuarial and Pension Services the fees covered under this Agreement within 90 days of the invoice date for *any* covered recurring service described herein or, if earlier, within 60 days of the delivery of *all* covered annual recurring services described herein, the Client authorizes BPAS Actuarial and Pension Services to directly invoice the above referenced Plan's Trustee or Custodian for the payment of any outstanding amounts attributable to this Agreement to the extent such fees are eligible to be paid from Plan assets. Furthermore, the above authorization shall also immediately apply if Client is a party to any bankruptcy proceeding that limits its ability to pay BPAS Actuarial and Pension Services the agreed upon fees within the above time limits. Client acknowledges that this Agreement shall serve as its only necessary authorization to the Plan's Trustee or Custodian to pay such outstanding invoiced amounts from Plan assets in accordance with the above and agrees to indemnify and hold harmless the Plan's Trustee or Custodian for its compliance with this authorization when presented by BPAS Actuarial and Pension Services to the Plan's Trustee or Custodian with an outstanding invoice covered by the terms described herein. BPAS Actuarial and Pension Services shall be held harmless in the event it exercises these provisions of this Agreement.

This Agreement will be governed by the laws of the State of New York. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts sitting in the State of New York.

RESOLUTION NO.: ¹³¹_____ -2016

OF

MAY 23, 2016

**A RESOLUTION AMENDING THE 2016 PERSONNEL ANALYSIS BOOK
TO ADD ONE TEMPORARY PART-TIME SECRETARY TO THE POLICE CHIEF**

WHEREAS, due to retirement, it has become necessary to create one temporary part-time Secretary to the Police Chief to facilitate a training period for a full-time permanent replacement; and

WHEREAS, the creation of the temporary part-time Secretary to the Police Chief position will be on a temporary basis with funding to be derived from the PS surplus within the Police Department salary line; and

WHEREAS, this Council has determined that the creation of such position is in the best interests of the operations of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the 2016 Personnel Analysis Book be and hereby is amended to create one temporary part-time Secretary to the Police Chief position.

RESOLUTION NO.: 132 - 2016

OF

MAY 23, 2016

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH
THE NEWBURGH COMMUNITY LAND BANK TO FINISH
THE COMPLETE STREETS DEMONSTRATION PROJECT**

WHEREAS, by Resolution No. 74 of March 24, 2014, the City Council of the City of Newburgh expressed its support for the application of the Greater Newburgh Partnership for a Central Hudson Main Street Revitalization Grant to support the Broadway Corridor Strategic Action Plan Project (the "Project"); and

WHEREAS, the Project is intended to establish a unified vision for the entire Broadway corridor, develop and comprehensive action plan for Broadway and coordinate with area stakeholders, including local and regional agencies, residents and the local business community; and

WHEREAS, Central Hudson awarded a \$250,000.00 grant to develop and implement a Complete Streets Demonstration Project on a 3 block section of Broadway; and

WHEREAS, the Newburgh Community Land Bank agreed to undertake the design of the Complete Streets Demonstration Project with funding from the Central Hudson Main Street Revitalization Grant for a 2 block section of Broadway with connecting complete streets pan north on Chambers Street and South on Liberty Street; and

WHEREAS, by Resolution No. 52-2015 of March 23, 2015, the City Council authorized the City Manager to execute a Memorandum of Understanding ("MOU") with the Newburgh Community Land Bank to support the design and implementation of the Complete Streets Demonstration Project as supported by the Central Hudson Main Street Revitalization Grant Award; and

WHEREAS, the City and the Newburgh Community Land Bank desire to amend the Memorandum of Understanding to document changes in their respective responsibilities for undertaking certain tasks associated with finishing the Complete Streets Demonstration Project; and

WHEREAS, the City Council finds that it is in the best interests of the City of Newburgh and its further development to continue with the Project and amend the MOU with the Newburgh Community Land Bank;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that City Manager be and he hereby is authorized to execute the attached Amendment to the Memorandum of Understanding with the Newburgh Community Land Bank in substantially the same form with other provisions as Counsel may require to finish the Complete Streets Demonstration Project as supported by the Central Hudson Main Street Revitalization Grant Award.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWBURGH
AND THE NEWBURGH COMMUNITY LAND BANK**

WHEREAS, Central Hudson has awarded a Main Street Revitalization grant for a Complete Streets Demonstration Project in the City of Newburgh ("the City"); and

WHEREAS, the Complete Streets Demonstration Project is part of a larger, unified vision for the entire Broadway corridor which will revitalize the entire City, including the City's downtown area; will leverage existing funding and planning initiatives into a funding stream for a comprehensive action plan; and will coordinate the revival of Broadway with City of Newburgh, local and regional agencies, the local business community and public and private investors; and

WHEREAS, the Newburgh Community Land Bank ("the NCLB") has agreed to undertake the design of the Complete Streets Demonstration Project ("the Project"); and

WHEREAS, the City and the NCLB wish to define their goals, objectives and responsibilities with respect to the Project.

NOW, THEREFORE BE IT RESOLVED, the City and the NCLB hereby agree as follows:

1. Good Faith Cooperation - The Parties shall coordinate and cooperate in good faith with each other to achieve the objectives of this MOU. Each Party is dedicated to working together toward the shared goals of accomplishing the Complete Streets Demonstration Project.
2. Project Time Frame - Project completion is expected at the end of August 2015. Each party acknowledges that in order to successfully achieve goal, the timeline and deliverables must be met, and all parties are committed to meeting those deadlines.
3. Responsibilities of the City - The City shall:
 - a. Commit the resources of the City and the cooperation of the City staff in the development of the approach, process and assistance in meeting the Project's timetable and milestones;
 - b. Shares existing plans, surveys and studies to support the Project;
 - c. Support funding applications for additional resources for the Project as they arise;
 - d. Enlist the services of third party contractors, in accordance with New York State Law and the City's Procurement Policy, for any work to public streets and sidewalks that cannot be completed by City staff;
 - e. Review and accept the final product of the Project; and
 - f. Cooperate with the NCLB in the performance of its obligations pursuant to Paragraph 4.

4. Responsibilities of the NCLB – The NCLB shall:

- a. Fund the external cost of the design for the Project through the Central Hudson Main Street Grant award and ensure that there are no duplication of services;
- b. Collaborate with the City to ensure the cooperation and coordination of the design work with the City staff and City officials in the development of the approach, process and assistance in meeting the Project's timetable and milestones;
- c. Facilitate and provide support, direction and accountability to seeing the project through to completion;
- d. Serve as the fiscal agent for the Project; and
- e. Cooperate with the City in the performance of its obligations pursuant to Paragraph 3.
- f. Upon receipt of copies of paid invoices, use all commercially reasonable efforts to promptly reimburse the City for expenses incurred in the execution of the Project.

5. Addressees for the Purposes of Notice - All notices, requests, approvals or other communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

If to City: City of Newburgh
83 Broadway
Newburgh, NY 12550
Attn: Michael G. Ciaravino

With copies to: City of Newburgh
83 Broadway
Newburgh, NY 12550
Attn: Michelle Kelson, Esq.

If to NCLB: Newburgh Community Land Bank
P.O. Box 152
Newburgh, NY 12550
Attn:

With copies to: Harris Beach PLLC
445 Hamilton Avenue, Suite 1206
White Plains, NY 10601
Attn: David M. Rothman, Esq.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

CITY OF NEWBURGH

By:

Michael G. Ciaravino, City Manager

Per Res. No.

Dated: _____

NEWBURGH COMMUNITY LAND BANK

By:

Dated: _____

ROADWAY MAINTENANCE CONTRACTING INC.

Project Quotation

Contractor: City of Newburgh, NY

Attn: Alexandra Church

Project: Broadway pavement markings, Newburgh, NY

Date: May 11, 2016

Phone: 845.569.7388

Fax/E-mail: achurch@cityofnewburgh-ny.gov

Item 1: Layout and install painted pavement markings, as follows

Lump Sum: \$ 7,250.00

Scope of Work: Around the perimeter of each island, layout and install one 4" wide white painted stripe. At the edges of each unpainted crosswalk portion, also stripe one 4" wide white stripe. These border stripes will make a 5' 0" clear path for crosswalks at each intersection, three at Chambers Street, eight at Liberty Street and eight at Grand Street.

All existing high visibility crosswalks at Grand Street and Chambers Street will be repainted. Layout and install one new crosswalk (across Broadway) and repaint one crosswalk (across Chambers Street) at the Chambers Street intersection.

On Broadway layout and install painted letters and symbols:

Eastbound – Paint two arrows, two ONLY messages, and one "YIELD TO" message with a 5' pedestrian symbol and three "shark teeth" yield triangles. Westbound – Paint two sets of yield to pedestrians markings as per the eastbound pattern.

Add. Alt #1: City of Newburgh to retain stencils at completion of project

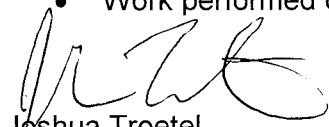
Lump Sum: \$ 1,014.20

Scope: Roadway Maintenance to purchase and use the following stencils and, at completion of our work, turn them over to City of Newburgh for their own maintenance. Purchased stencils will include: 8' high Letters for YIELD/TO/ONLY, one curve arrow symbol, one pedestrian symbol, one set of yield triangles.

All work includes our own Maintenance and Protection of Traffic.

Exclusions:

- Premium Time for weekends
- Operating Engineers or Teamsters
- Parking stripes and double yellow centerline
- Work performed outside of manufacturer's warranties



Joshua Troetel
Roadway Maintenance Contracting Inc.

716 South Columbus Avenue
Mt. Vernon, NY 10550

Phone: 914.667.7373
Fax: 914.667.7771

ROADWAY MAINTENANCE CONTRACTING INC.

Project Quotation

Contractor: City of Newburgh, NY

Attn: Alexandra Church

Project: Broadway pavement markings, Newburgh, NY

Date: May 11, 2016

Phone: 845.569.7388

Fax/E-mail: achurch@cityofnewburgh-ny.gov

Item 1: Furnish and install painted pavement markings, as follows:

Lump Sum: \$ 34,800.00

Scope of Work: Furnish and install Ride-a-Way in Emerald Green at three intersections to make 12 pedestrian crossing islands, four each at Chambers Street, Liberty Street and Grand Street. All islands to receive two coats, except east of Grand Street, on the brick sections, which will receive three coats.

Total is approximately 9,250 square feet of painted pavement markings.

All work includes our own Maintenance and Protection of Traffic to allow for proper curing time for the Ride-a-Way.

Exclusions:

- Premium Time for weekends
- Operating Engineers or Teamsters
- Work performed outside of manufacturer's warranties



Joshua Troetel
Roadway Maintenance Contracting Inc.



Hudson Valley Pavement Inc.

P.O. Box 1934

Poughkeepsie N.Y. 12601

845-462-0678

Estimate

Date	Estimate #
5/2/2016	914

Name / Address
City of Newburg 83 Broadway Newburgh, NY 12550

		P.O. No.	Terms	Project
			Net 15	Pavement Ma...
Item	Description	Qty	Rate	Total
Pavement Ma...	Labor, Material, and Equipment to Complete Road Markings and Islands as per Attached Diagram. Lump Sum		13,250.00	13,250.00
This price does not include applicable sales tax. This estimate is good for 30 days.		Total		
		\$13,250.00		

RESOLUTION NO.: ¹³³_____ - 2016

OF

MAY 23, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH ROADWAY MAINTENANCE CONTRACTING,
INC. IN THE AMOUNT OF \$7,250.00 FOR THE LAYOUT AND PAINTING OF
CROSSWALK PAVEMENT MARKINGS TO FINISH
THE COMPLETE STREETS DEMONSTRATION PROJECT**

WHEREAS, Central Hudson has awarded a Main Street Revitalization grant for a Complete Streets Demonstration Project (the "Project") in the City of Newburgh ("the City"); and

WHEREAS, the Complete Streets Demonstration Project is part of a larger, unified vision for the entire Broadway corridor which will revitalize the entire City, including the City's downtown area; will leverage existing funding and planning initiatives into a funding stream for a comprehensive action plan; and will coordinate the revival of Broadway with City of Newburgh, local and regional agencies, the local business community and public and private investors; and

WHEREAS, the City of Newburgh and the Newburgh Community Land Bank ("the NCLB") are parties to a Memorandum of Understanding which defines their goals, objectives and responsibilities with respect to the Project; and

WHEREAS, the MOU requires the City to enlist the services of third party contractors, in accordance with New York State Law and the City's Procurement Policy, for any work to public streets and sidewalks that cannot be completed by City staff; and

WHEREAS, the City has contacted 5 vendors for price quotations for the layout and painting of crosswalk pavement markings in the Project area and received one proposal from Roadway Maintenance Contracting, Inc. in the amount of \$7,250.00 to complete the work; and

WHEREAS, the MOU with the NCLB provides that the City will be reimbursed for expenses incurred in the execution of the Project; and this Council has determined that accepting the proposal of Roadway Maintenance Contracting, Inc. 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 hereby is authorized to accept a proposal, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, with Roadway Maintenance Contracting, Inc. in the amount of \$7,250.00 for layout and painting of crosswalk pavement markings in the Complete Streets Demonstration Project area.

ROADWAY MAINTENANCE CONTRACTING INC.

Project Quotation

Contractor: City of Newburgh, NY

Attn: Alexandra Church

Project: Broadway pavement markings, Newburgh, NY

Date: May 11, 2016

Phone: 845.569.7388

Fax/E-mail: achurch@cityofnewburgh-ny.gov

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Lump Sum: \$ 7,250.00

Scope of Work: Around the perimeter of each island, layout and install one 4" wide white painted stripe. At the edges of each unpainted crosswalk portion, also stripe one 4" wide white stripe. These border stripes will make a 5' 0" clear path for crosswalks at each intersection, three at Chambers Street, eight at Liberty Street and eight at Grand Street.

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Add. Alt #1: City of Newburgh to retain stencils at completion of project

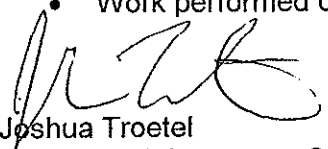
Lump Sum: \$ 1,014.20

Scope: Roadway Maintenance to purchase and use the following stencils and, at completion of our work, turn them over to City of Newburgh for their own maintenance. Purchased stencils will include: 8' high Letters for YIELD/TO/ONLY, one curve arrow symbol, one pedestrian symbol, one set of yield triangles.

All work includes our own Maintenance and Protection of Traffic.

Exclusions:

- Premium Time for weekends
- Operating Engineers or Teamsters
- Parking stripes and double yellow centerline
- Work performed outside of manufacturer's warranties


Joshua Troetel
Roadway Maintenance Contracting Inc.

716 South Columbus Avenue
Mt. Vernon, NY 10550

Phone: 914.667.7373

Fax: 914.667.7771

RESOLUTION NO.: 134 - 2016

OF

MAY 23, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH ROADWAY MAINTENANCE CONTRACTING,
INC. IN THE AMOUNT OF \$34,800.00 FOR
THE INSTALLATION AND PAINTING OF CURBS AND MEDIANS
TO FINISH THE COMPLETE STREETS DEMONSTRATION PROJECT**

WHEREAS, Central Hudson has awarded a Main Street Revitalization grant for a Complete Streets Demonstration Project (the "Project") in the City of Newburgh ("the City"); and

WHEREAS, the Complete Streets Demonstration Project is part of a larger, unified vision for the entire Broadway corridor which will revitalize the entire City, including the City's downtown area; will leverage existing funding and planning initiatives into a funding stream for a comprehensive action plan; and will coordinate the revival of Broadway with City of Newburgh, local and regional agencies, the local business community and public and private investors; and

WHEREAS, the City of Newburgh and the Newburgh Community Land Bank ("the NCLB") are parties to a Memorandum of Understanding which defines their goals, objectives and responsibilities with respect to the Project; and

WHEREAS, the MOU requires the City to enlist the services of third party contractors, in accordance with New York State Law and the City's Procurement Policy, for any work to public streets and sidewalks that cannot be completed by City staff; and

WHEREAS, the City has contacted 5 vendors for price quotations for the installation and painting of curbs and medians in the Project area and received two proposals;

WHEREAS, the City staff has reviewed the two proposals and recommends accepting the proposal from Roadway Maintenance Contracting, Inc. in the amount of \$34,800.00 as the most responsive to the request design specifications for the work; and

WHEREAS, the MOU with the NCLB provides that the City will be reimbursed for expenses incurred in the execution of the Project; and this Council has determined that accepting the proposal of Roadway Maintenance Contracting, Inc. 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 hereby is authorized to accept a proposal, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, with Roadway Maintenance Contracting, Inc. in the amount of \$34,800.00 for installation and painting of curbs and medians in the Complete Streets Demonstration Project area.

ROADWAY MAINTENANCE CONTRACTING INC.

Project Quotation

Contractor: City of Newburgh, NY

Attn: Alexandra Church

Project: Broadway pavement markings, Newburgh, NY

Date: May 11, 2016

Phone: 845.569.7388

Fax/E-mail: achurch@cityofnewburgh-ny.gov

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Total is approximately 9,250 square feet of painted pavement markings.

All work includes our own Maintenance and Protection of Traffic to allow for proper curing time for the Ride-a-Way.

Exclusions:

- Premium Time for weekends
- Operating Engineers or Teamsters
- Work performed outside of manufacturer's warranties



Joshua Troetel
Roadway Maintenance Contracting Inc.

RESOLUTION NO.: 135 -2016

OF

MAY 23, 2016

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. 6208-2013, 5938-2014 INVOLVING SECTION 43, BLOCK 1, LOT 45 (LIBERTY STREET DEVELOPMENT CORP.)

WHEREAS, Liberty Street Development Corp. has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2013-2014 and 2014-2015 tax assessment years bearing Orange County Index Nos. 6208-2013, 5938-2014 respectively; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, Liberty Street Development Corp. is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 43-1-45 be set at an assessed value of \$60,000.00; and
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2014-2015 as tax map number 43-1-45 be set at an assessed value of \$50,000.00.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Order and Stipulation of Settlement are hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Michael G. Ciaravino, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Richard B. Golden, Esq. on behalf of Burke, Miele & Golden, LLP, and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

X

In the Matter of the Application of:
LIBERTY STREET DEVELOPMENT CORP.,

Petitioner,

-against-

CITY OF NEWBURGH, A Municipal Corporation,
its ASSESSOR, and its BOARD OF ASSESSMENT
REVIEW,

Respondents.

For Review of the Assessment of Certain Real Property
under Article 7 of the Real Property Tax Law.

X

CONSENT JUDGMENT

Index No. 2013-006208

Index No. 2014-005938

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

ORDERED, that the real property of the Petitioner described on the City of Newburgh tax
rolls for the tax year 2013-14 as follows:

Tax Map No. 43-1-45

be reduced in assessment from \$69,900.00 to a total assessment of \$60,000.00 for a total reduction
in assessment of \$9,900.00, prior to the application of any real property tax exemptions, if any;
and it is further

ORDERED, that the real property of the Petitioner described on the City of Newburgh tax
rolls for the tax year 2014-15 as follows:

Tax Map No. 43-1-45

Be reduced in assessment from \$65,000.00 to a total assessment of \$50,000.00 for a total reduction
in assessment of \$15,000.00, prior to the application of any real property tax exemptions, if any;
and it is further

ORDERED, that the Petitioner's real property taxes on said parcels described above for the 2013-2014 & 2014-2015 School, County and City taxes be adjusted accordingly and that the Petitioner be reimbursed for any overpayment or be credited with the corresponding decrease in taxes, as the case may be, upon the entering of this Consent Judgment with the Orange County Clerk; and it is further

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

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh, the County of Orange and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh, the County of Orange and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amounts, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

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

ORDERED, that in the event that the refunds are made within sixty (60) days after service of this Consent Judgment with notice of entry, there shall be no interest paid or credited in connection with this Consent Judgment; otherwise, interest shall be paid in accordance with the applicable statute; and it is further

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

Signed this ____ day of _____, 2016 at Goshen, New York.

ON CONSENT:

Hon. Michael G. Ciaravino
City Manager
Dated:
Per Res. No.

KAREN E. HAGSTROM, ESQ.
Corbally, Gartland and Rappleyea, LLP
Attorney for the Petitioner
Dated:

Hon. Joanne Majewski, IAO
Assessor
Dated:

RICHARD B. GOLDEN, ESQ.
Burke, Miele & Golden, LLP
Attorney for Respondents (2013-2014)
Dated:

ERIC D. OSSENTJUK, ESQ.
Catania, Mahon, Milligram & Rider, PLLC
Attorney for Respondents (2014-2015)
Dated: