CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
March 24, 2025
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence / Momento de Silencio
2. Pledge of Allegiance / Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Communicaciones

4. Approval of the minutes from the City Council meeting of March 10, 2025 / Aprovacion del Acta de la Reunion General del Consejal del 10 de marzo de 2025
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

Comments from the public regarding agenda and general matters of City Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

Comments from the Council regarding the agenda and general matters of City Business/Comentarios del Consejo con respecto a la agenda y sobre asuntos generales de la Ciudad

City Manager's Report/ Informe del Gerente de la Ciudad

6. Resolution No. 55 - 2025 - Change Order No. 12G Downing Park Pond Outlet & Third Street Stormsewer Project TAM Enterprises

   Resolution authorizing Change Order No. 12G to the construction contract with TAM Enterprises, Inc. for the Downing Pond and Third Street Storm Sewer Project

   Resolución que autoriza Orden de Cambio No. 12G al contrato de construcción con TAM Enterprises, Inc. para el Proyecto de Alcantarilla de Tormentas del Estanque Downing y Third Street

7. Resolution No. 56 - 2025 - Amended Bond Resolution DWSRF Project No. 18631 Drinking Water Filtration Plant Upgrades

Bond Resolution of the City of Newburgh, New York, adopted March 24, 2025, amending the Bond Resolution adopted August 12, 2019 relating to the construction of improvements to the City's Water Filtration Plant

Resolución de Bonos de la Ciudad de Newburgh, Nueva York, adoptada el 24 de marzo de 2025, que enmienda la Resolución de Bonos adoptada el 12 de agosto de 2019 relacionada con el proyecto de construcción para mejorar la Planta de Filtración de Agua de la Ciudad

8. Resolution No. 57 - 2025 - Proposal with GPI Delano-Hitch Recreation Center Tot-Lot Project

   Resolution authorizing the City Manager to accept a proposal and execute a contract with Greenman-Pedersen, Inc. in the amount of $16,000.00 for professional engineering services related to an opinion of probable construction costs and environmental review for the Delano-Hitch Recreation Park “Tot-Lot” Improvements Project

   Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con Greenman-Pedersen, Inc. por el monto de $16,000.00 para servicios profesionales de ingeniería relacionados con una opinión de costos probables de construcción y revisión ambiental para el Proyecto de Mejoramientos del Parque Recreativo Delano-Hitch "Tot-Lot".

9. Resolution No. 58 - 2025 - Proposal with LaBella for Sampling and Reporting on the Former Consolidated Iron Site

   Resolution authorizing the City Manager to accept a proposal with LaBella Associates, D.P.C. to perform additional groundwater sampling, reporting and periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site at a cost of $7,050.00

   Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta con LaBella Associates, D.P.C. para realizar un muestreo adicional de las aguas subterráneas, informes y revisión periódica de los controles de ingeniería e institucionales en el Sitio Superfondo de Hierro Consolidado que ha sido retirado de la lista, a un costo de $7,050.00

10. Resolution No. 59 - 2025 - MS4 Annual Report Operator Certification (GP-0-24-001)

    Resolution authorizing the City Manager to execute the 2024-2025 Annual Report and the Interim Progress Certification related to SPDES Permit No. NYR20A240 for on-going work under the New York State Department of Environmental Conservation MS4 SPDES Permit No. GP-0-24-001

    Resolución que autoriza al Gerente de la Ciudad a ejecutar el Reporte Anual 2024-2025 y la Certificación de Progreso Intermedio relacionados con el Permiso SPDES No. NYR20A240 para el trabajo en marcha bajo el

Permiso MS4 SPDES No. GP-0-24-001 del Departamento de Conservación Ambiental del Estado de Nueva York

11. Resolution No. 60 - 2025 - Transfer from Sewer Contingency to Sewer Fund

    Resolution amending Resolution No: 249-2024, the 2025 Budget for the City of Newburgh, New York to transfer $145,085.00 from Sewer Fund Contingency-Emergency to Sewer Fund Wastewater Treatment Plant – Equipment/Infrastructure for the Wastewater Treatment Plant Administration Building Rehabilitation Project

    Resolución que enmienda la Resolución No: 249-2024, el Presupuesto 2025 para la Ciudad de Newburgh, Nueva York para transferir $145,085.00 del Fondo de Alcantarillado Contingencia-Emergencia al Fondo de Alcantarillado Planta de Tratamiento de Aguas Residuales - Equipo/Infraestructura para el Proyecto de Rehabilitación del Edificio de Administración de la Planta de Tratamiento de Aguas Residuales

12. Resolution No. 61 - 2025 - 2024 Year End Budget Adjustment (For Audit)

    Resolution amending Resolution No: 239-2023, the 2024 Budget for the City of Newburgh, New York for 2024 year end budget transfers and/or amendments to adjust for any items in excess of budget

    Resolución que enmienda la Resolución No: 239-2023, el Presupuesto 2024 para la Ciudad de Newburgh, Nueva York para las transferencias y/o enmiendas presupuestarias de fin de año 2024 para ajustar cualquier partida en exceso del presupuesto

13. Resolution No. 62 - 2025 - DPW Surplus Vehicle and Equipment

    Resolution declaring Public Works Department vehicle and equipment as surplus

    Resolución declarando excedentes un vehículo y equipamiento del Departamento de Obras Públicas

14. Resolution No. 63 - 2025 - 39 Gidney Avenue - Release of Restrictive Covenants

    Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Francis Osei and Maureen McCaffrey to the premises known as 39 Gidney Avenue (Section 11, Block 2, Lot 5)

    Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Francis Osei y Maureen McCaffrey a las instalaciones conocidas como 39 Gidney Avenue (Sección 11, Bloque 2, Lote 5)

15. Resolution No. 64 - 2025 - Purchase of 190 Fullerton Avenue

    Resolution to authorize the conveyance of real property known as 190

Fullerton Avenue (Section 17, Block 1, Lot 16) at private sale to Najat Elabouri and Roeshawn Strong for the amount of $190,000.00

Resolución que autoriza la transmisión de bienes raíces conocidos como 190 Fullerton Avenue (Sección 17, Bloque 1, Lote 16) en venta privada a Najat Elabouri y Roeshawn Strong por el monto de $190,000.00

16. Resolution No. 65 - 2025 - Purchase of 166 West Parmenter Street

    Resolution to authorize the conveyance of real property known as 166 West Parmenter Street (Section 38, Block 2, Lot 59.1) at private sale to Nigel Blake for the amount of $90,200.00

    Resolución que autoriza la transmisión de bienes raíces conocidos como 166 West Parmenter Street (Sección 38, Bloque 2, Lote 59.1) en venta privada a Nigel Blake por el monto de $90,200.00

17. Resolution No. 66 - 2025 - License Agreement - The Cathedral at the House - Healthy Orange Farmers Market at 140 Broadway

    Resolution authorizing the City Manage to enter into a license agreement with The Cathedral at the House f/k/a House of Refuge to allow use of City owned property located at 140 Broadway for the Health Orange Farmers Market

    Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo de licencia con The Cathedral at the House f/k/a House of Refuge para permitir el uso de la propiedad de la Ciudad ubicada en 140 Broadway para el Health Orange Farmers Market

18. Resolution No. 67 - 2025 - Donation of $300 from Harbor Freight Tools

    Resolution accepting a donation to the Fire Department from Harbor Freight Tools in the amount of $300.00

    Resolución aceptando una donación al Departamento de Bomberos de Harbor Freight Tools por el monto de $300.00

19. Resolution No. 68 - 2025 - Lease With NY Communications for FD Radios

    Resolution authorizing the City Manager to execute a lease agreement with New York Communications Company, Inc. to provide communications equipment and service for the City of Newburgh Fire Department at a cost of $8,808.00 per year for five years

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un contrato de arrendamiento con New York Communications Company, Inc. para proporcionar equipamiento y servicio de comunicaciones al Cuerpo de Bomberos de la Ciudad de Newburgh por un costo de $8,808.00 por año por un periodo de cinco años

20. Resolution No. 69 - 2025 - Appointments - Conservation Advisory Council

    Resolution re-appointing Gail Fulton and Mark Daniel Sanchez-Potter and appointing M. Justin Rider to the Conservation Advisory Council for two year terms

    Resolución que vuelve a nombrar a Gail Fulton y Mark Daniel Sanchez-Potter y nombra a M. Justin Rider para el Consejo Consultivo de Conservación por un períodos de dos años

21. Resolution No. 70 - 2025 - Appointments - Police Community Relations and Review Board

    Resolution appointing Michael Mannion as at-large member to the Police Community Relations and Review Board

    Resolucion nombrando a Michael Mannion como miembro at-large de la Junta Comunitaria de Revisión y Relaciones Policiales

22. Resolution No. 71 - 2025 - Appointments - Board of Assessment Review

    Resolution re-appointing Andrew Schrijver and appointing Carson Carter to the Board of Assessment Review

    Resolución que vuelve a nombrar a Andrew Schrijver y nombra a Carson Carter para la Revisión de la Junta de Evaluación

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:

RESOLUTION NO.: 55 - 2025

OF

MARCH 24, 2025

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 12G TO THE CONSTRUCTION CONTRACT WITH TAM ENTERPRISES, INC. FOR THE DOWNING POND AND THIRD STREET STORM SEWER PROJECT

WHEREAS, by Resolution No. 218-2021 of September 27, 2021, the City Council of the City of Newburgh, New York awarded a bid to TAM Enterprises, Inc. in the amount of $3,100,000.00 for the construction of the Downing Pond Drain Outlet and Third Street Storm Sewer Project; and

WHEREAS, additional work associated with cured in place pipelining of the existing separate stormsewer located along Johnston Street and First Street added $112,136.44 to the contract price increasing the contract amount to $5,397,651.99 with funding to be derived from an existing EFC combination grant and loan under Project No. C3-7332-11-00; and

WHEREAS, a time extension of 278 days for substantial completion and 273 days for final completion also is required; and

WHEREAS, TAM Enterprises, Inc. has submitted Change Order No. 12G for the contract price increase and time extension; the same being in the best interests of the City of Newburgh; and

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 execute Change Order No. 12G with the TAM Enterprises, Inc. to extend the time to substantial completion by 278 days and to final completion by 273 days and in the amount of $112,136.44 in the Downing Pond Drain Outlet and Third Street Storm Sewer Project.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 12G

Date of Issuance:	February 26, 2025	Effective Date:	
Owner:	City of Newburgh	Owner's Contract No.:	11.21
Contractor:	TAM Enterprises Inc	Contractor's Project No.:	
Engineer:	Arcadis of New York, Inc	Engineer's Project No.:	30055884
Project:	New Drain Outlet at Downing Park and Third Street Storm Sewer	Contract Name:	General Construction

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Provide an additional 30 linear feet of lining to repair and rehabilitate the existing sewer between MH 1961 and MH 184. Total cost for this change amounts to $8,741.88.
2. Provide 280 linear feet of 30-inch cured in place liner between CB 264 and MH 2207 on Johnston Street. Total cost for this change amounts to $103,394.56.
3. The Contract Times are extended by 273 days to a total of 1,291 such that the Project shall be completed ready for final payment by May 30, 2025.

Attachments: *TAM Change Proposal dated January 17, 2025, for Johnston Street Storm Sewer Rehabilitation in response to Proposal Request No. 11*
Precision Trenchless, LLC Invoice No. 864-1 dated October 31, 2024

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 3,100,000.00	Original Contract Times: Substantial Completion: 300 days Ready for Final Payment: 330 days
Increase from previously approved Change Orders $2,185,515.55	Increase from previously approved Change Orders Substantial Completion: 683 days Ready for Final Payment: 688 days
Contract Price prior to this Change Order: $ 5,285,515.55	Contract Times prior to this Change Order: Substantial Completion: 983 days Ready for Final Payment: 1018 days days
Increase of this Change Order: $ 112,136.44	Increase of this Change Order: Substantial Completion: 278 days Ready for Final Payment: 273 days
Contract Price incorporating this Change Order: $ 5,397,651.99	Contract Times with all approved Change Orders: Substantial Completion: 1261 days Ready for Final Payment: 1291 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
A.J. Brooks, PE	Todd Venning * Res _____-2025	Brian Cutler
Title: Principal Engineer	Title City Manager/CEO	Title
Date:	Date	Date

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

POTENTIAL CHANGE ORDER REQUEST / RESPONSE (PCOR)

114 Hartley Road
Goshen, NY 10924

Project : Newburgh Downing Park Change Order #9 **PCOR No:**

Location: Johnston St, Newburgh, NY 12550 **Job No:**

Date: 17-Jan-25

Item	Description						
1	**LABOR**	**Days EA.**	**Quantity EA.**	**Unit Cost $/Hr.**	**Day Rate $/D**	**Amount**	
2							
3	**Supervision and traffic control labor**						
4	Flager	2.0	1.0	$90.92	$727.36	$	1,454.72
5	Supervisor	2.0	1.0	$114.97	$919.76	$	1,839.52
6	**Bonds, Insurance**						
7	General Liability		1.0	LS	$1,133.00	$	1,133.00
8	Umbrella Insurance		1.0	LS	$1,133.00	$	1,133.00
9	Homeoffice		1.0	LS	$3,400.00	$	3,400.00
10	Bond From Summary Table		1.0	LS	$2,266.00	$	2,266.00
11	**Subtotal**					$	11,226.24
12	Overhead & Profit			15%		$	1,683.94
13	**Subcontractors**						
14	Pipe Lining		1.0	LS	$86,175.60	$	86,175.60
15	**Subtotal**					$	86,175.60
16	Overhead & Profit			5%		$	4,308.78
17	**GRAND TOTAL**					**$**	**103,394.56**
18							
19	**Accepted by:** _____			Joseph Griggs			
20	Authorized Client Representative			Insert PM Name			
21	Insert Clieint Company Name			***TAM Enterprises Inc.***			
22	**Date:** _____			**Date:** 1/17/2025			

THE
PRECISION
Precision Industrial Maintenance, Inc. • Martin Environmental Services, Inc.
Precision Trenchless, LLC
GROUP

On Behalf of Precision Trenchless LLC, I am pleased to present you with pricing for CIPP lining & CCTV work on one 30 inch x 280LF Storm Culvert for the City of Newburgh Downing Park project

Work scope included in pricing

- CCTV with thumb drive videos and reports
- High pressure jetting and cleaning of all pipe prior to UV CIPP installation
- Installation of 30-inch UV CIPP approximately 280 LF
- Bypass of all water throughout installation process up to 4" capacity.

Exclusions

- Any repairs to the host pipe needed to install the CIPP
- Water source to be provided by others
- Final billing will be done with post CCTV footages
- Traffic control beyond standard cones / signs
- Disposal of spoils / debris
- Permits
- Testing
- Additional Insurance beyond current coverage
- Access to both ends of the pipe must be given
- Anything not specifically mentioned in the proposal

Johnston Street

- **UV CIPP 30 inch per foot Price** **$307.77**

Project cost estimate **$86.175.60**

Please sign/date and send back if approved to begin work

Signature _____ Date_____

Please contact me with any questions
Sincerely,
Lawrence Curtis
Precision Trenchless LLC
518 225 7129

NEW YORK STATE OF OPPORTUNITY. Office of General Services

Design and Construction
AN ISO 9001:2008 CERTIFIED ORGANIZATION
Division of Cost Management, 35th Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
Phone: (518) 473-8940

LABOR RATE WORKSHEET

Project No.

Contractor Name: | County: Orange | Date:

Address:

Field order #

Telephone Number: | Eff. Dates ____ to ____ | Change order #

LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)

Trade: Operator-A

{T&M Only} Item No.: | Notes | Union Local No.: 825

{T&M Only} Employee Name:

{T&M Only} Social Security No.:

			REGULAR BASE RATE		PREMIUM TIME BASE RATE	
					Multiplier 1.5	1.5
A. WAGE RATE PER HOUR			**$59.22**	$59.22	**$88.83**	$88.83
BENEFITS (* Identifies benefits paid directly to the Employee.)	*	% per hour / $ per hour				
Vacation and Holiday		$4.00			$6.00	$6.00
Health and Welfare		$16.00			$24.00	$24.00
Pension		$6.50			$9.75	$9.75
Annuity		$6.00			$9.00	$9.00
Education / Apprentice Training		$1.75			$2.62	$2.62
Supplemental Unemployment		$1.00			$1.50	$1.50
Security Fund						
Industtry Fund		$0.15			$0.23	$0.23
Labor Management		$2.25			$3.38	$3.38
B. TOTAL BENEFITS PER HOUR		$37.65	$37.65	**$37.65**	$37.65	**$56.48**	$56.48
PAYROLL TAXES AND INSURANCE						
F.I.C.A. / Social Security (up to the maximum required by law)		6.20 %	6.20		$5.51	$5.51
Medicare		1.45 %	1.45		$1.29	$1.29
Federal Unemployment (up to a maximum of $56.00 per employee per year)		6.00 %	6.00		$5.33	$5.33
State Unemployment (up to 1st $8,500 of base salary paid per employee per year)		2.53 %	2.53		$2.25	$2.25
Workers' Compensation **Code is required:** 6306 OGS 6306		14.05 %	14.05		$8.32	$8.32
Disability WC Classification: Sewer Constructi		0.34 %	0.34		$0.30	$0.30
Other		%				
C. TOTAL TAXES AND INSURANCE PER HOUR						
☐ All benefits are paid directly to	Prem Time $88.83 $88.83	30.57 %				
☐ Only benefits identified by * are paid directly to Employee.	Reg Rate $59.22 $59.22	x 30.57 % =	**$18.10**	$18.10	**$23.00**	$23.00
D. TOTAL LABOR RATE		(A + B + C) =	**$114.97**	$114.97	**$168.31**	$168.31

NEW YORK STATE OF OPPORTUNITY. Office of General Services

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AN ISO 9001:2008 CERTIFIED ORGANIZATION
Division of Cost Management, 35th Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
Phone: (518) 473-8940

LABOR RATE WORKSHEET

Project No.

Contractor Name: | County: Orange | Date: 06/01/23

Address:

Field order #

Telephone Number: | Eff. Dates ____ to ____ | Change order #

LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)

Trade: Flagger

{T&M Only} Item No.: | Notes | Union Local No.: 825

{T&M Only} Employee Name:

{T&M Only} Social Security No.:

			REGULAR BASE RATE		PREMIUM TIME BASE RATE (Multiplier 1.5)	
A. WAGE RATE PER HOUR			**$40.80**	**$40.80**	**$61.20**	**$61.20**
BENEFITS (* Identifies benefits paid directly to the Employee.)	*	% per hour / $ per hour				
Vacation and Holiday		$4.00			$6.00	$6.00
Health and Welfare		$16.00			$24.00	$24.00
Pension		$6.50			$9.75	$9.75
Annuity		$6.00			$9.00	$9.00
Education / Apprentice Training		$1.75			$2.62	$2.62
Supplemental Unemployment		$1.00			$1.50	$1.50
Security Fund						
Industtry Fund		$0.15			$0.23	$0.23
Labor Management		$2.25			$3.38	$3.38
B. TOTAL BENEFITS PER HOUR		$37.65	**$37.65**	**$37.65**	**$56.48**	**$56.48**
PAYROLL TAXES AND INSURANCE						
F.I.C.A. / Social Security (up to the maximum required by law)		6.20 %	6.20		$3.79	$3.79
Medicare		1.45 %	1.45		$0.89	$0.89
Federal Unemployment (up to a maximum of $56.00 per employee per year)		6.00 %	6.00		$3.67	$3.67
State Unemployment (up to 1st $8,500 of base salary paid per employee per year)		2.53 %	2.53		$1.55	$1.55
Workers' Compensation **Code is required:** 6306 OGS 6306		14.05 %	14.05		$5.73	$5.73
Disability WC Classification: Sewer Constructi		0.34 %	0.34		$0.21	$0.21
Other		%				
C. TOTAL TAXES AND INSURANCE PER HOUR						
☐ All benefits are paid directly to	Prem Time	$61.20 $61.20	30.57 %			
☐ Only benefits identified by * are paid directly to Employee.	Reg Rate	$40.80 $40.80	x 30.57 % =	**$12.47**	**$15.84**	**$15.84**
D. TOTAL LABOR RATE			(A + B + C) =	**$90.92**	**$133.52**	**$133.52**

BDC 125 Rev01

PROPOSAL REQUEST

Owner: City of Newburgh

Project Name: New Drain Outlet at Downing Park and Third Street Storm Sewer

Proposal Request No.: 11 Date: 12/2/2024

Contract Name and No.: General Construction 11.21

Contractor: TAM Enterprises

Other Contracts Involved in Proposed Change: None

TO CONTRACTOR: Please submit a complete Change Proposal for the proposed modifications described below. If the associated Change Proposal is approved, a Change Order or allowance authorization will be issued to authorize adjustment to the scope of the Work. This Proposal Request is not a Change Order, Work Change Directive, Field Order, or an authorization to proceed with the proposed Work described below.

SCOPE OF PROPOSED WORK:

The proposed scope of work for this proposal request is as shown on the attached drawings, and includes but is not limited to the following:

1. Provide cured-in-place sewer lining of approximately 280 feet of 30-inch CMP, as indicated on the attached drawing from MH2207 to CB264, in accordance with Section 33 01 30.72, Ultraviolet Cured-in-Place Pipe Lining.

The following Drawing is attached hereto:

- C-04A

Proposal requested by: A.J. Brooks, P.E.

Signature of Requestor:



NOTES:

1. CONTRACTOR SHALL FIELD VERIFY RIM AND INVERT ELEVATIONS.

01 REPAIRS OF DAMAGES IN EXISTING STORM SEWER SYSTEM

SCALE: 0 20' 40' 80'

SCALE=1"=40'

SUMMARY OF REPAIRS TO EXISTING STORM SEWER

STARTING STRUCTURE	ENDING STRUCTURE	LENGTH (FT)	PIPE DIAMETER (IN)	PIPE MATERIAL	REPAIR NOTES	REPAIR LOCATION
CB264	MH2207	280	30	CMP	CURED-IN-PLACE LINING	ENTIRE DISTANCE OF PIPE

ARCADIS

LEGAL ENTITY:
ARCADIS OF NEW YORK, INC.

CONSULTANTS

SEALS

NEWBURGH, NY
CITY OF NEWBURGH

NEW DRAIN OUTLET AT DOWNING PARK AND THIRD STREET STORM SEWER

ARCADIS PROJ. NO. 30055884

NO.	DATE	ISSUED FOR	BY
	12/2024	RFCOP #11	AJB

COPYRIGHT: ARCADIS OF NEW YORK, INC. 2020

DATE: DECEMBER 2024
PROJECT NO.: 30055884
FILE NAME: C-04_V3
DESIGNED BY: M. CORDIALE
DRAWN BY: M. CORDIALE
CHECKED BY: A. BROOKS

SHEET TITLE

CIVIL

STORM SEWER REPAIR AND REHABILITAITON II

SCALE: AS SHOWN

C - 04A

SHEET 4A OF 24

User: MCORDIALE Spec: AUS-NCSM00 File: C:\USERS\MCORDIALE\DOWNLOADS\C-04_V3.DWG Scale: 1:1 SavedDate: 12/2/2024 Time: 13:39 Plot Date: Cordiale, Miranda; 12/2/2024; 13:41 ; Layout: C-04

Precision Trenchless, LLC
1710 Erie Boulevard
Schenectady, NY 12308
Phone: 518-346-5800 Fax: 528-346-6077

Invoice: # 864-1

Date: 10/31/2024

BILL TO
TAM Enterprises
114 Hartley Rd
Goshen, NY 10924

SITE ADDRESS
115 to 170 First Street
Newburgh, NY 12550

ACCOUNT NO	PO NUMBER	REP	TERMS	JOB #	PAGE
TAM		SB	Net 30	24-03031	1

TAM Enterprises Downing Park Project - OCTOBER 2024

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	30	First St - Section MH1961, Buried MH - 48" diameter 30 LF - UV CIPP Lining & CCTV Inspection, Heavy cleaning and Bypass	277.52	8,325.60*

* means item is non-taxable

A 1 ½% per month late charge will be assessed on past due amounts over 30 days.

DUE DATE: 11/30/2024

BALANCE DUE	**8,325.60**
Subtotal	8,325.60
TAM OH&P @ 5%	416.28
Total	**8,741.88**

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Newburgh, in the

County of Orange, New York

March 24, 2025

* * *

A regular meeting of the City Council of the City of Newburgh, in the County of Orange, New York, was held at the City Hall, Newburgh, New York, on March 24, 2025, at 7:00 o'clock P.M. (Prevailing Time).

There were present: Hon. Torrance Harvey, Mayor; and

Councilpersons:

There were absent:

Also present: Katrina Cotten, City Clerk

* * *

_____ offered the following resolution and moved its adoption:

RESOLUTION NO. 56 - 2025

OF

MARCH 24, 2025

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED MARCH 24, 2025, AMENDING THE BOND RESOLUTION ADOPTED AUGUST 12, 2019 RELATING TO THE CONSTRUCTION OF IMPROVEMNTS TO THE CITY'S WATER FILTRATION PLANT.

Recitals

WHEREAS, pursuant to resolution No. 192-2019 adopted on August 12, 2019, the City Council of the City authorized the issuance of bonds in the principal amount of $5,070,000 to finance the construction of improvements to the City's Water Filtration Plant (the "Water Filtration Plant Project");

WHEREAS, on November 5, 2020, the City issued a grid note to the New York Environmental Facilities Corporation (EFC) in the principal amount of $2,044,700 and said grid note matures on November 5, 2025; however as of the date hereof, the City has not made any draws from EFC for the Walter Filtration Plant Project (DWSRF Project No. 18631);

WHEREAS, all of the design work is complete and the City has received the necessary approvals and permits from all involved regulatory agencies for the Water Filtration Plant Project;

WHEREAS, the City's Water Filtration Plant Project was temporarily delayed to allow for the implementation of the New York City Department of Environmental Protection's (NYCDEP) Delaware Aqueduct project, which required that the City provide water service to its neighboring communities during the implementation of the Delaware Aqueduct Project;

WHEREAS, the Delaware Aqueduct project was subsequently paused by NYCDEP with an unknown start date, and the City is now looking to proceed with the construction of its Water Filtration Improvement Project;

WHEREAS, the City has been awarded and expects to receive grants and/or other funds totaling $3,000,000 from the United States of America, the State of New York and/or other sources to pay a like portion of the estimated cost of the Water Filtration Plant Project;

WHEREAS, the City has now determined that the cost of the Water Filtration Improvement Project is $11,000,000 and the City Council must now increase the appropriation for such project from $5,070,000 to $11,000,000 and amend the bond resolution adopted August 12, 2019, to increase the not to exceed amount of bonds authorized for the Water Filtration Improvement Project from $5,070,000 to $11,000,000;

Now, therefore, be it

RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEWBURGH, IN ORANGE COUNTY, NEW YORK (by the favorable vote of not less than two-thirds of all members of said City Council) AS FOLLOWS:

Section A. The bond resolution of said City duly adopted by the City Council of the City on August 12, 2019, entitled:

> "BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED AUGUST 12, 2019, AUTHORIZING FINANCING FOR WATER FILTRATION PLANT IMPROVEMENTS, STATING THE ESTIMATED TOTAL COST THEREOF IS $5,070,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE AND AUTHORIZING THE ISSUANCE OF $5,070,000 BONDS TO FINANCE SAID APPROPRIATION AND THE EXPENDITURE OF CITY WATER RATE CHARGES AND $3,000,000 GRANT FUNDS EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOW ARDS THE COST OF SAID

OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS,"

is hereby amended to read as follows:

"BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED AUGUST 12, 2019 AND AMENDED MARCH 24, 2025, AUTHORIZING FINANCING FOR WATER FILTRATION PLANT IMPROVEMENTS, STATING THE ESTIMATED TOTAL COST THEREOF IS $11,000,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF $11,000,000 BONDS TO FINANCE SAID APPROPRIATION AND FURTHER AUTHORIZINGTHE APPLICATION OF ANY GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS."

THE CITY COUNCIL OF THE CITY OF NEWBURGH, IN THE COUNTY OF ORANGE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said City Council) AS FOLLOWS:

Section 1. The City of Newburgh, in the County of Orange, New York (herein called the "City"), is hereby authorized to finance the cost of improvements to the City's Water Filtration Plant, all as more particularly described in the plans and specifications dated December 2023 and prepared by Arcadis of New York, Inc. The estimated maximum cost of said Water Filtration Plant Project, including preliminary costs and costs incidental thereto and to the financing thereof, is $11,000,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of $11,000,000 and any bond anticipation notes issued in anticipation of the sale of such bonds to finance said appropriation, the levy and collection of taxes on all the taxable real property in the City if

necessary to pay the principal of and interest on said bonds and notes, and the application of City water rate charges and/or any grant monies received or expected to be received by the City from the United States of America, the State of New York, including the Environmental Facilities Corporation ("EFC") or from any other source to be expended towards the cost of the Water Filtration Plant Project or redemption of the bonds or notes issued therefor or to be budgeted as an offset to the taxes to be levied and collected for the payment of such principal and interest.

Section 2. Bonds of the City in the principal amount of $11,000,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance said appropriation.

Section 3. The period of probable usefulness of the specific object or purpose for which said not to exceed $11,000,000 bonds herein authorized are to be issued, within the limitations of Section 11.00 a. 1 of the Law, is forty (40) years.

Section 4. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this resolution for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit

of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Director of Finance, the chief fiscal officer of the City. Further, in connection with bonds and bond anticipation notes issued under the authority of Section 2 hereof, the power to contract with and sell bonds and bond anticipation notes to EFC pursuant to Section 169.00 of the Law and to approve the terms, form and content of such bonds and bond anticipation notes, consistent with the provisions of the Law, is hereby delegated to the Director of Finance. The Director of Finance is hereby further authorized to execute, on behalf of the City, a project financing and loan agreement, and any other agreements with EFC, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of

the specific object or purpose described in Section 1 hereof, or a portion thereof, by a serial bond, and, or a bond anticipation note issue in the event of the sale of same to EFC.

Section 7. Pursuant to the provisions of section 16 of Chapter 223 of the New York Laws of 2010, the City is authorized to include in this resolution the following pledge and agreement of the State of New York (herein called the "State") contained in said Section 16:

"The state does hereby pledge to and agree with the holders of any bonds, notes or other obligations issued by the city during the effective period of this act and secured by such a pledge that the state will not limit, alter or impair the rights hereby vested in the city to fulfill the terms of any agreements made with such holders pursuant to this act, or in any way impair the rights and remedies of such holders or the security for such bonds, notes or other obligations until such bonds, notes or other obligations together with the interest thereon and all costs and expenses in connection with any action or proceeding by or on behalf of such holders, are fully paid and discharged."

Section 8. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution or a summary hereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 9. This Bond Resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in *"The Mid Hudson Times,"* and *"The Hudson Valley Press,"* two newspapers each having a general circulation in the City and hereby designated the official newspapers of said City for such publication.

Section B. The amendment of the bond resolution set forth in Section A of this resolution, shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond resolution, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond resolution, as so amended.

The resolution was declared adopted.

The adoption of the foregoing resolution was seconded by _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

CERTIFICATE

I, KATRINA COTTEN, City Clerk of the City of Newburgh, in the County of Orange, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Newburgh duly called and held on March 24, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Newburgh this _____ day of March, 2025.

(SEAL)

_____
City Clerk

(THE FOLLOWING NOTICE IS TO BE ATTACHED TO AND **TO BE PUBLISHED** WITH SUMMARY OF RESOLUTION AFTER ADOPTION)

NOTICE

The bond resolution, a summary of which is published herewith, has been adopted on August 12, 2019 and amended on March 24, 2025, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the CITY OF NEWBURGH, in the County of Orange, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

KATRINA COTTEN
City Clerk

RESOLUTION NO. _____ OF 2025

AMENDING BOND RESOLUTION DATED MARCH 24, 2025

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED AUGUST 12, 2019 AND AMENDED MARCH 24, 2025, AUTHORIZING FINANCING FOR WATER FILTRATION PLANT IMPROVEMENTS, STATING THE ESTIMATED TOTAL COST THEREOF IS $11,000,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF $11,000,000 BONDS TO FINANCE SAID APPROPRIATION AND FURTHER AUTHORIZINGTHE APPLICATION OF ANY GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

object or purpose: improvements to the City' Water Filtration Plant, all as more particularly described in the plans and specifications dated December 2023 prepared by Arcadis of New York, Inc., and on file in the office of the City Clerk, at the total estimated maximum cost of $11,000,000

period of probable usefulness: forty (40) years

amount of obligations to be issued: $11,000,000

A complete copy of the Bond Resolution summarized above and such plans and specifications shall be available for public inspection during normal business hours at the office of the City Clerk, in Newburgh, New York.

Dated: March 24, 2025
Newburgh, New York

RESOLUTION NO.: _____57_____ - 2025

OF

MARCH 24, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH GREENMAN-PEDERSEN, INC. IN THE AMOUNT OF $16,000.00 FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO AN OPINION OF PROBABLE CONSTRUCTION COSTS AND ENVIRONMENTAL REVIEW FOR THE DELANO-HITCH RECREATION PARK "TOT-LOT" IMPROVEMENTS PROJECT

WHEREAS, the City of Newburgh has undertaken the Delano-Hitch Recreation Park "Tot-Lot" Improvements Project (the "Project"); and

WHEREAS, the City has received a proposal from Greenman-Pedersen, Inc. for professional engineering services which shall include the preparation of an opinion of probable construction costs and SEQRA and NEPA environmental review; and

WHEREAS, funding for the engineering services in the amount of $16,000.00 shall be derived from CD1.8686.0400.8136.2023; and

WHEREAS, this Council has reviewed the proposal and determined that entering into a contract with Greenman-Pedersen, 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 is hereby authorized to accept a proposal and to execute a contract with Greenman-Pedersen, Inc., in the amount of $16,000.00 for professional engineering services related to an opinion of probable construction costs and environmental review for the Delano-Hitch Recreation Park "Tot-Lot" Improvements Project.

03.06.2025

Via Email

Ms. Alexandra Church, AICP
Director of Planning & Development
City Hall
83 Broadway
Newburgh, NY 12550

Newburgh Tot Lot: NEPA, SEQRA, and Construction Cost Estimating Services

Dear Ms. Church,

Greenman-Pedersen, Inc. (GPI) is pleased to submit the following proposal to the City of Newburgh (herein after referred to as the Client) to provide and extension of professional site/civil engineering and landscape architectural services for the above referenced project.

SCOPE OF WORK

Task 1 – Opinion of Probable Construction Costs

Under this task, GPI will prepare an Opinion of Probable Construction Costs (OPCC) for the project. This will include a breakdown of the various project elements with quantities, unit measurements, unit pricing, and totals for each specific project component (i.e. – concrete curbing, asphalt pavement, fencing, seat walls, etc.). The OPCC will include the total anticipated installation costs for each for each project component inclusive of material costs and contractors labor, overhead, and profit. We will also coordinate with the various product manufacturers to obtain current pricing (including delivery to the site) for specialty items such as the Riley's Rescue Playground, Aquatic Sprayground, and the shade sail structures, and we will include the anticipated installation costs for each.

Task 2 – SEQRA Environmental Review Support Services

It is anticipated that this project will fall under the Unlisted Action category for SEQRA purposes. A Short EAF level of review is envisioned as the only review required. Assuming there are no found environmental conditions, the process would be completed by drafting a resolution for the City Council to issue a Negative Declaration for the project, completing the SEQRA process.

Task 3 – NEPA Environmental Review Support Services

GPI will assist the City with the compilation of the Environmental Review Record (ERR) for the project. The ERR will support the Request of funds through NEPA compliance, under 24 CFR PART 50 or 24 CFR PART 58 Environmental Review. Note that it may be possible to present this action as an in-kind reuse of an existing facility. If this is successful it is believed that the project may be able to fall under the criteria for Categorical Exclusion subject to §58.5 (CEST) Determination for Activities Listed at 24 CFR §58.35(a).

GPI will complete a draft of the Statutory Worksheet and Statutory Checklist. It is believed that through this process the proposed project activities will be found not to require compliance with any authority under §58.5 (such as mitigation measures, additional studies, conditions, or further consultation).

Services will also include documenting compliance with the requirements of §58.6 (Compliance Checklist) related to Flood Disaster Protection; restriction on HUD assistance for a project located in Coastal Barrier Resource Areas, and determination if the projects fall within a Runway Clear Zone or Clear Zone associated with the Stewart International airport.

Submission will be coordinated with the Client and HUD through the HUD HEROS online system.
The project will not likely convert to "exempt status" and therefore there will be a need to publish a Notice of Intent to Request Release of Funds (NOI/RROF).

RE00 – Reimbursable Expenses

This scope of services includes only the cost for the preparation of the work as outlined above and does not include our direct expenses, such as mileage, overnight mailings, and photocopying and map reproductions. These direct costs will be billed under this task as incurred.

PROFESSIONAL SERVICES FEE SUMMARY

Task No.	Task Description	Lump Sum Fee Estimate	Time & Materials Fee Estimate
1	Opinion of Probable Construction Costs	$6,750	-
2	SEQRA Environmental Review Support Services	$1,750	-
3	NEPA Environmental Review Support Services	$7,250	-
RE00	Reimbursable Expenses	*To Be Billed as Incurred*	
	TOTAL FEE ESTIMATE	**$15,750**	**-**

BILLING RATES

GPI Staff Category	Rate
Project Director/VP	$270/hour
Senior Landscape Architect	$225/hour
Engineer I	$155/hour
Engineering Technician/Designer I	$130/hour
Assistant Engineer II	$115/hour

GPI appreciates the opportunity to submit this proposal. If you have any questions during your review, please do not hesitate to contact me.

As authorization to proceed, please sign and return a copy of this letter agreement. The work outlined herein will be performed under our original contract agreement.

With gratitude,
GPI/GREENMAN-PEDERSEN, INC.



Craig Tripp
Senior Landscape Architect | Senior Project Manager
80 Wolf Road, Suite 600, Albany, NY 12205
518.898.9546 | ctripp@gpinet.com

Client Authorization

Signature Date

Print Name

Title

RESOLUTION NO.: 58 - 2025

OF

MARCH 24, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL WITH LABELLA ASSOCIATES, D.P.C. TO PERFORM ADDITIONAL GROUNDWATER SAMPLING, REPORTING AND PERIODIC REVIEW OF THE ENGINEERING AND INSTITUTIONAL CONTROLS AT THE DELISTED CONSOLIDATED IRON SUPERFUND SITE AT A COST OF $7,050.00

WHEREAS, the United States Environmental Protection Agency and the New York State Department of Environmental Conservation approved the Site Management Plan for the Consolidated Iron Superfund Site, and subsequently delisted the site in December of 2014; and

WHEREAS, provisions in Site Management Plan requires the City of Newburgh to conduct groundwater sampling and periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site; and

WHEREAS, by Resolution No. 267-2015 of October 26, 2015, Resolution No. 125-2017 of May 22, 2017, Resolution No. 192-2018 of August 13, 2018, Resolution No. 106-2020 of May 1, 2020, and Resolution No. 160-2021 of July 12, 2021, the City Council approved contracts with The Chazen Companies to conduct groundwater sampling, reporting services and periodic reviews of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site; and

WHEREAS, LaBella Associates, D.P.C. acquired The Chazen Companies and by Resolution No. 17-2023 of February 13, 2023, the City Council approved contracts with LaBella Associates, D.P.C.s to conduct groundwater sampling, reporting services and periodic reviews of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site; and

WHEREAS, LaBella Associates, D.P.C. has submitted a proposal to conduct the next round of groundwater sampling, reporting services and periodic review of the engineering and, institutional controls at the delisted Consolidated Iron Superfund Site at a cost of $7,050.00 with funding to be derived from A.1440.0448.0003; and

WHEREAS, this Council has determined that accepting such proposal and entering into a contract for such work is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and enter into a contract with LaBella Associates, D.P.C. to conduct groundwater sampling, reporting services and review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site at a cost of $7,050.00.

March 6, 2025

Mr. Jason C. Morris, P.E. City Engineer
Office of the Engineer
83 Broadway
Newburgh, NY 12550

Re: Consolidated Iron and Metal Site – 2025 Annual Sampling/Reporting
EPA Site Number: NY0002455756
NYSDEC Site Number: 336055

Dear Mr. Morris,

LaBella Associates, DPC (LaBella) appreciates this opportunity to continue providing groundwater sampling and reporting support for the former Consolidated Iron and Metal Site in the City of Newburgh, Orange County, New York. The work will closely match field services provided during the past several years. It is our understanding that your next Periodic Review Report (PRR) will be due on June 15, 2025.

Phase 0100 - 2025 Groundwater Sampling

LaBella will conduct one round of groundwater sampling from the presently-required eight existing on-site groundwater monitoring wells. This sampling event will be planned to occur in late March/early April 2025 to provide data in time for a PRR submittal by the due date of June 15, 2025.

Wells will be purged using low-flow sampling methods. Water quality parameters will be recorded while purging to assure stabilized flow through well screens into dedicated sample tubing. Purge water will be decanted to the ground based on permission received previously from NYSDEC.

Collected samples will be placed on ice and submitted to an ELAP certified laboratory for standard turnaround with Class A data deliverables under standard chain-of-custody procedures. The samples will be submitted for analysis of CP-51 VOCs, CP-51 SVOCs and Lead using appropriate NYS CLP-ASP methods. Well MW-2 will also be analyzed for Arsenic. As elevated sample turbidity is proven to influence total (unfiltered) metals results, LaBella will also collect a filtered aliquot for dissolved metals analysis at any well location exhibiting field turbidity readings in excess of 50 NTUs.

At the request of NYSDEC, the 2024 analytical program was expanded to include site-wide sampling for emerging contaminants: 1,4-Dioxane and per- and poly-fluoroalkyl compounds (PFAS). LaBella has confirmed with NYSDEC that the 2024 results were sufficient to indicate that these emerging contaminants are not presently a concern for this site and are not required to be included in 2025 sampling efforts.

Quality Assurance (QA) samples will also be collected and submitted for analysis. QA sampling will consist of a field duplicate submitted for analysis of each suite of parameters, an MS/MSD sample set, a trip blank for VOCs only, and a temperature blank (for the shipment integrity).

Phase 0200- 2025 Periodic Review Report (PRR)

LaBella will perform a visual assessment and evaluation of the site's existing Engineering and Institutional Controls while on site for the Task 0100 sampling. Primary features observable on site include condition of the soil cover system and integrity of the perimeter fence. LaBella will discuss with the City any noted concerns prior to finalization of the PRR.

The PRR will be prepared in general accordance with the applicable NYSDEC guidance, including Certification by a PE that the EC/IC requirements are being met. The groundwater sampling report and visual inspection and site photolog will be included in the PRR along with recommendations, if any. A draft of the PRR will be submitted to the City for review and comment before the final document is finalized for submission. LaBella would be pleased to submit the report once approved by the City, unless the City would prefer to submit the finalized PRR.

SCHEDULE:

As noted above, LaBella would plan to conduct the Task 0100 sampling event in late March/early April 2025 to meet the required reporting schedule.

COSTS

LaBella can complete the scope requested as specified in this proposal for the lump sum price of **$7,050**

Task	Labor, Field Materials and Travel	Lab Estimate	Total
Task 100 - Routine Sampling	$2,600	$2,500	$5,100
Task 200 - 2025 PRR	$1,950	N/A	$1,950
Totals	$4,550	$2,500	**$7,050**

ASSUMPTIONS AND LIMITATIONS

No additional Site-Specific Work Plan or Quality Assurance Project Plan is required for submission to NYSDEC or the USEPA. The current approved SMP is sufficient to meet the project Data Quality Objectives. Site access must be readily provided. Based on the SMP, Class B deliverable data packages, independent third-party data validation, and Data Usability Summary Reports (DUSRs) are not required for the project. Since no intrusive work is required nor anticipated for the project no site-specific HASP prepared in accordance with OSHA 1910 is required for this task. LaBella will prepare an internal safe work plan with task hazard analyses for our use for the site inspection and groundwater sampling events. All field work will be conducted at non-Prevailing Wage rates. No sales taxes are applicable to this work. The PRR will be completed in general accordance with NYSDEC

guidance and submitted to NYSDEC. Our scope includes one iteration of comments and revisions, only. Lab fees assume and include LaBella's contract management fee.

AGREEMENT

As the City of Newburgh has executed LaBella's standard agreement, your signature below or issuance of a City of Newburgh Purchase Order will be sufficient authorization if you wish to proceed with the work described in this proposal. We would request an assigned purchase order number for accounting/invoicing purposes. Please feel free to call me at any time at 845 486-1520 or on my cell at 518-928-5823 with any questions or concerns – thank you!

Respectfully submitted,

LaBella Associates



Eric J. Orlowski, PG
Hydrogeologist / Project Manager

cc: Russell Urban-Mead, PG, LaBella

I wish to authorize the work descried in this proposal:

X_____
Todd Venning – City Manager and CEO, or other Authorized Representative of the City of Newburgh

RESOLUTION NO.: 59 - 2025

OF

MARCH 24, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2024-2025 ANNUAL REPORT AND THE INTERIM PROGRESS CERTIFICATION RELATED TO SPDES PERMIT NO. NYR20A240 FOR ON-GOING WORK UNDER THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION MS4 SPDES PERMIT NO. GP-0-24-001

WHEREAS, the City of Newburgh holds SPDES Permit No. NYR20A240 issued by the New York State Department of Environmental Conservation ("DEC") for Stormwater Discharges from Municipal Separate Storm Sewer Systems ("MS4s"); and

WHEREAS, pursuant to Federal and New York State Law, the DEC issued a SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s) Permit No. GP-0-24-001 and Part V.B.2 requires eligible MS4 Operators of the City's SPDES Permit to submit an Annual Report and Part V.B.3 requires eligible MS4 Operators of the City's SPDES Permit to submit an Interim Progress Certification that verifies the activities under the City's SPDES Permit have been completed by the date specified using the form provided by DEC; and

WHEREAS, in accordance with Part X.J. of the SPDES General Permit, the Annual Report and the Interim Progress Certification must be signed by the principal executive officer of a municipality; and

WHEREAS, the City Council finds that it is in the best interests of the City of Newburgh to authorize the City Manager of the City of Newburgh, as the principal executive officer, to sign the 2024-2025 Annual Report and Interim Progress Certification for the City's SPDES General Permit;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to execute the 2024-2025 Annual Report and Interim Progress Certification related to SPDES Permit No. NYR20A240 under the New York State Department of Environmental Conservation MS4 SPDES Permit No. GP-0-24-001 on behalf of the City of Newburgh.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Bureau of Water Permits
625 Broadway, Albany, New York 12233-3505
P: (518) 402-8111 | F: (518) 402-9029
www.dec.ny.gov

MS4 Operator Certification Form for eReports

SPDES General Permit for
Stormwater Discharges From
Municipal Separate Storm Sewer Systems (GP-0-24-001)

Instructions

As required by Part V.B.2. and Part V.B.3. of GP-0-24-001, the MS4 Operator must submit the Annual Report and the Interim Progress Certification, respectively. As stated in Part V.B.5. of GP-0-24-001, all reports must be signed in accordance with Part X.J. of GP-0-24-001.

MS4 Operator Name: City of Newburgh

Permit ID: NYR20A 240

eReport Submission Number: HQA-ZX6H-EQY22

MS4 Operator Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (please print or type)	Title
Todd Venning	City Manager & CEO
Signature	Date

RESOLUTION NO.: ____60____ - 2025

OF

MARCH 24, 2025

RESOLUTION AMENDING RESOLUTION NO: 249-2024, THE 2025 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER $145,085.00 FROM SEWER FUND CONTINGENCY-EMERGENCY TO SEWER FUND WASTEWATER TREATMENT PLANT – EQUIPMENT/INFRASTRUCTURE FOR THE WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING REHABILITATION PROJECT

WHEREAS, an amendment to the 2025 Budget is necessary to correct the funding of the cost of the Wastewater Treatment Plant Administration Building Rehabilitation Project; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 249-2024, the 2025 Budget of the City of Newburgh, is hereby amended as follows:

		Decrease	Increase
G.1900.1990	Sewer Fund Contingency-Emergency	$145,085.00	
G.8130.0200	Sewer Fund Wastewater Treatment Plant Equipment/infrastructure		$145,085.00
TOTAL:		$145,085.00	$145,085.00

RESOLUTION NO.: 263 - 2024

OF

DECEMBER 9, 2024

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH BARONE CONSTRUCTION GROUP, INC. FOR THE CONSTRUCTION OF THE WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING REHAHBILITATION PROJECT IN THE AMOUNT OF $1,025,000.00

WHEREAS, on April 23, 2023, a broken pipe in the basement caused significant damage to the Primary Pump Room at the City of Newburgh Wastewater Treatment Plant ("WWTP"); and

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the WWTP Administration Building Rehabilitation Project; and

WHEREAS, bids have been duly received and opened and Barone Construction Group, Inc. is the low bidder with a total bid amount of $1,025,000.00; and

WHEREAS, funding for such project in the amount of $878,915.00 shall be derived from an allocation of American Rescue Plan Act funds and in the amount of $145,085.00 shall be derived from G.8130.0200 Equipment/Infrastructure;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the WWTP Administration Building Rehabilitation Project be and it hereby is awarded to Barone Construction Group, Inc. for an amount not to exceed $1,025,000.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

I, Katrina Cotten, 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 Dec. 9, 2024 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 10th day of Dec. 20 24

Katrina Cotten
City Clerk

RESOLUTION NO.: 61 - 2025

OF

MARCH 24, 2025

**RESOLUTION AMENDING RESOLUTION NO: 239-2023,
THE 2024 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
FOR 2024 YEAR END BUDGET TRANSFERS AND/OR AMENDMENTS
TO ADJUST FOR ANY ITEMS IN EXCESS OF BUDGET**

WHEREAS, all 2024 budget lines ending in excess of appropriation can be covered by other 2024 budget lines ending with funds remaining, which requires a budget amendment but no increase in excess of the total annual appropriation; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 239-2023, the 2024 Budget of the City of Newburgh, is hereby amended as follows:

2024 Council Transfer

GL Account	Description	Increase Budget	Decrease Budget
Self-Insurance Fund			
M.1420.4100.0001	General Legal – No Fault	$ 25,538.69	
M.1420.4200	Police Liability Legal Services	$ 20,852.37	
M.1710.0400	Administration	$ 98,029.12	
M.1930.0400	Judgement & Claims	$ 55,978.56	
M.9040.0408	Workers Compensation	$ 245,514.97	
M.9050.0400	Unemployment Insurance	$ 61,837.72	
Legislative Body			
A.1010.0461	Travel and Conference	$ 10,273.02	
A.1010.02011	Office Equipment	$ 748.26	
City Clerk			
A.1410.0106	Severance Pay	$ 45,018.36	
Contractual & Special Items			
A.1900.1976	Auditing Services	$ 2,560.00	
A.1900.1980	MTA Payroll Tax	$ 4,859.60	
A.9710.0600	Bond Principal	$ 1,616.47	
A.9923.0900	Contribution to Self-Insurance	$ 0.13	

GL Account	Description	Increase Budget	Decrease Budget
Historian A.7510.0102	Part-Time	$ 188.55	
Total Adjustment:		**$ 573,015.82**	

GL Account	Description	Increase Budget	Decrease Budget
Self-Insurance Fund			
M.1420.4100.0001	GENERAL LEGAL - NO FAULT	25,538.69	
M.1420.4200	POLICE LIABILITY LEGAL SERVICES	20,852.37	
M.1710.0400	ADMINISTRATION..	98,029.12	
M.1930.0400	JUDGEMENT & CLAIMS..	55,978.56	
M.9040.0408	WORKERS COMPENSATION..	245,514.97	
M.9050.0400	UNEMPLOYMENT INSURANCE..	61,837.72	
Legislative Body			
A.1010.0461	TRAVEL AND CONFERENCE..	10,273.02	
A.1010.0201	OFFICE EQUIPMENT..	748.26	
City Clerk			
A.1410.0106	SEVERANCE PAY..	$ 45,018.36	
Contractual & Special Items			
A.1900.1976	AUDITING SERVICES	$ 2,560.00	
A.1900.1980	MTA PAYROLL TAX	$ 4,859.60	
A.9710.0600	BOND PRINCIPAL	$ 1,616.47	
A.9923.0900	CONTRIBUTION TO SELF-INSURANCE	$ 0.13	
Historian			
A.7510.0102	PART-TIME	$ 188.55	
	Total Adjustment:	**$ 573,015.82**	**$ -**

RESOLUTION NO.: 62 - 2025

OF

MARCH 24, 2025

A RESOLUTION DECLARING DEPARTMENT OF PUBLIC WORKS VEHICLE AND EQUIPMENT AS SURPLUS

WHEREAS, the City of Newburgh Department of Public Works possesses one 2008 Ford F550 bucket truck and rotary vehicle lift, which are no longer of use to the City; and

WHEREAS, the Department of Public Works has requested that the vehicle and equipment be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the vehicle and equipment as surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the vehicle and equipment identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus vehicles in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

Surplus Tracker

Department	Item	Item Description	Quantity	Estimated Individual Value	Estimated Value	What would the department like to do with the surplus??	Council Resolution	Possible Revenue? (If so, how much)
Public Works	# 08-1 Ford F550	2008 Ford F550 Bucket Truck	1	$5,000.00	$5,000.00	Auction		$5,000.00
Public Works	Rotary Vehicle Lift	Rotary Vehicle Lift	1	$300.00	$300.00	Auction		$300.00

RESOLUTION NO.: 63-2025

OF

MARCH 24, 2025

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO FRANCIS OSEI AND MAUREEN MCCAFFREY TO THE PREMISES KNOWN AS 39 GIDNEY AVENUE (SECTION 11, BLOCK 2, LOT 5)

WHEREAS, on August 12, 1996, the City of Newburgh conveyed property located at 39 Gidney Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 11, Block 2, Lot 5, to Francis Osei and Maureen McCaffrey; and

WHEREAS, the attorney for the current owner, IRTE, LLC (by Nicholas Cooney, member) has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, and 4 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 39 Gidney Avenue, Section 11, Block 2, Lot 5 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated August 12, 1996, from THE CITY OF NEWBURGH to FRANCIS OSEI and MAUREEN MCCAFFREY, recorded in the Orange County Clerk's Office on August 27, 1996, in Liber 4437, Page 303 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2025

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2025

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____
Notary Public

RESOLUTION NO.: _____64_____ - 2025

OF

MARCH 24, 2025

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 190 FULLERTON AVENUE (SECTION 17, BLOCK 1, LOT 16) AT PRIVATE SALE TO NAJAT ELABOURI AND ROESHAWN STRONG FOR THE AMOUNT OF $190,000.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell a parcel of real property identified as 190 Fullerton Avenue, being more accurately described as Section 17, Block 1, Lot 16 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyers for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before Friday, June 27, 2025, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
190 Fullerton Avenue	17 – 1 – 16	Najat Elabouri Roeshawn Strong	$190,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions of Sale
190 Fullerton Avenue, City of Newburgh (SBL: 17-1-16)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number on the City of Newburgh Tax Map.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid City/County taxes for the year **2025**, school taxes for the tax year **2024-2025**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any City/County taxes for the year **2025**, school taxes paid by the City for the tax year **2024-2025**, and subsequent levies up to the date of the closing. Upon closing of title, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE. The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: (i) obtain a Certificate of Occupancy for all buildings on the property; (ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or (iii) demolish any buildings deemed structurally unsound by a New York State-licensed engineer and by the Building Inspector. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for its consideration.**
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. The property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept cash or credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.**
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that they shall <u>not</u> be entitled to special or consequential damages, attorneys fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City

Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City Engineer.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts. This provision shall survive closing.
18. The property is sold subject to an owner-occupancy restriction. Purchaser has agreed to purchase the property subject to a five (5) year owner occupancy restriction. Purchaser shall, within 18 months of the delivery of the deed, establish domicile and principal residence at said premises and maintain domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms and Conditions of Sale.
19. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **$6,650.00** payable to “City of Newburgh” by money order or guaranteed funds to the “City of Newburgh”. At closing, the downpayment amount shall be credited against the purchase price.
20. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: _____

_____

Najat Elabouri

_____

Roeshawn Strong

Property Proposal Summary

Location:	**190 Fullerton Avenue**
Tax Map Number:	17-1-16
Property Class:	210 – One-Family Residence
Zoning:	RL— Residential Low Density
Description:	1.5-story building. Year built: 1925; 1391sf—3 bedrooms/2 baths; full basement area; detached garage; lot size—40 x 100.
Condition:	Average
Assessed Value:	$251,700
Estimated Annual Taxes:	$ 7,052 (2024-5)
List Price:	$214,900

Offer Information:

Name:	Najat Elabouri & Roeshawn Strong
Offer Price:	**$ 190,000**
Repair/Renovation Estimate:	$ 21,000 +/-
Proof of Financing:	Pre-Approval, Prime Lending, 203K Stearmlined.

Comments: The City of Newburgh originally acquired this building through tax foreclosure. The house was initially listed for sale in the fall of 2024.

The property is located in a residential area of the City of Newburgh, across the street from Newburgh Free Academy's (NFA) main campus. The house is in average condition and needs some minor repairs and updating. The repairs are modest in comparison to repairs required for most other City-owned properties.



One of the purchasers is a City of Newburgh employee; both are City of Newburgh residents. They currently rent an apartment in a federally subsidized housing complex.

This will be the couple's first home purchase.

Marketing and Offer History – 190 Fullerton Avenue

- The property is a 1 ½ story, single-family, Cape-style house with a full basement and a detached garage. It is sited on a 40' x 100' parcel and located across the street from NFA. The property is in average condition but could use some updating and minor repairs.
- The property was listed for sale by River Realty beginning on 10/4/2024 for $279,900. No offers were received.
- The price was lowered to $239,900 on 11/19/2024. Still, no offers were received.
- The price was again lowered on 1/15/2025 to $214,900.
- When River Realty had several pending offers, the Department set a deadline of February 15 to receive all completed offers.
- The Department received four complete offers from owner-occupant purchasers.
- The highest offer, when adjusted for Disposition Policy bonuses, was from Najat Elabouri and Roeshawn Strong. They are City of Newburgh residents, and first-time homebuyers. Najat is a City of Newburgh employee. Their unadjusted offer price is $190,000. The Department is recommending this offer for City Council approval.

The summaries of the owner-occupant offers for 190 Fullerton Avenue, adjusted for Disposition Policy bonuses, follow:

Offer 1

Offer price: **$145,000**; Repair estimate: $165,500+/-; Total Cost - $310,500+/-

Financing: A.M.S. Mortgage Services – approved for up to $380,00 for a Conventional Homestyle Renovation Laon.

Offer price adjusted for Disposition Policy bonuses:

$145,000
14,000 (10%) - Owner Occupancy – 5 years
21,750 (15%) - First time Homebuyer
28,000 (20%) - City of Newburgh Resident for at least 5 years
$208,750 Total Adjusted Purchase Price

Both purchasers are current City of Newburgh residents. They plan on an extensive renovation of the house and hope to utilize the loft area of the garage. They hope to reside in the property for at least 5 years, possibly longer.

Offer 2

Offer price: **$221,000**; Repair estimate: $20,000+/-; Total cost: $241,000+/-

Financing: NMB Now, Pre-approval letter for $229,021.

Offer price adjusted for Disposition Policy bonuses:

$221,000
33,150 (15%) - Owner Occupancy – 10 years
33,150 (15%) - 1st time homebuyer
$287,300 Total Adjusted Purchase Price

The applicant currently resides in NYC. The applicant will make some upgrades to the property. The applicant needs to show an additional source of funds for the shortfall (approximately $12,000) between the total purchase price and the mortgage amount.

Offer 3

Offer Price: **$200,000**; Repair Estimate: $9,300+/-; Total Cost: $209,300

Financing: Pre-Approval letter from MLO (Mortgage Lady Online) for a Conventional Renovation loan for up to $200,000. Bank of America account, $10,000+/-; Gift letter and proof of funds from his fiancé, $33,000. Covers funds for 10% downpayment and repairs.

Offer Price adjusted for Disposition Policy bonuses:

$200,000
40,000 (20%) - Minority – Hispanic/Latino

40,000 (20%) - City of Newburgh resident for at least 5 years.
30,000 (15%) - Owner Occupancy – 10 years
30,000 (15%) - 1st[t] time homebuyer
40,000 (20%) - Low Income
$380,000 Total Adjusted Purchase Price

The applicant currently lives in the City of Newburgh. He would be a 1st time homebuyer. He is a Peruvian citizen who works in the local construction industry. He plans on making some minor repairs to the house.

Elabouri & Strong

Offer price: **$190,000**; Repair estimate: $21,175; Total cost: $211,175

Financing: Prime Lending Inc. Loan approval letter - $190,000 mortgage and $35,000 in renovation costs.

Offer price adjusted for Disposition Policy bonuses:

$190,000
38,000 (20%) - Minority – Black/African American
38,000 (20%) - City of Newburgh resident for at least 5 years.
19,000 (10%) - Owner Occupancy – 5 years
28,500 (15%) - 1st[t] time homebuyer
47,500 (25%) – City of Newburgh resident residing in a federally-subsidized housing unit
38,000 (20%) – Low income.
9,500 (5%) - City of Newburgh Employee for at least 5 years
$408,500 Total Adjusted Purchase Price

Applicants are both City of Newburgh residents. One is an employee of the City of Newburgh (Police Department). Currently, they are tenants in a federally-subsidized housing project in the City of Newburgh. This property would be their first home purchase. They plan to make some modest repairs to the house.

Proposal Form

Purchaser(s) Contact Information

Name(s): Najat Elabouri

Roeshawn Strong

Name in which title will be held, if different from the name(s) listed above: (e.g. Limited Liability Company ("LLC"), Corporation, etc.*): _____

Street Address: [redacted]

City, State & Zip: [redacted]

Mailing Address, if different from above: _____

Phone Number(s): [redacted]

E-mail: [redacted]

(* - If LLC or Corporation is currently in existence, you must provide corporate formation documents including Articles of Organization, Filing Receipt, and Operating Agreement for LLC and Articles of Incorporation, Filing Receipt, and Bylaws for Corporation. For both LLCs and Corporations, you must provide a list of names and addresses of the members or shareholders of the business.)

Scanned with CamScanner

Purchaser(s) Supplementary Information

Do you intend to reside in the property for which you are bidding? ☑Yes ☐ No
If yes, do you intend to reside in the property for more than 5 years? ☑Yes ☐ No
If yes, do you intend to reside in the property for more than 10 years? ☐Yes ☐ No

Are you currently a City of Newburgh resident? ☑Yes ☐ No

If you are a City of Newburgh resident, have you lived in the City of Newburgh for the past 5 years or more?
☑Yes ☐No

If you are a City of Newburgh resident, do you reside in a federally-subsidized housing unit or are the recipient of a housing voucher assistance from a federal or state program? ☑Yes ☐No

Have you ever owned a home in your personal name before? ☐Yes ☑No

Are you a full-time City of Newburgh employee who has worked for the City for at least one year?
☑Yes ☐No

Did your household income for the prior tax year qualify as "low income" (80% AMI or less) or "very low income" (50% AMI or less) according the Area Median Income ("AMI") thresholds for Orange County, New York?
(see https://www.huduser.gov/portal/datasets/il/il2021/2021summary.odn)
☑Yes ☐No

Are you a member of any of the following ethnic or racial minority groups? (You may check more than designation, if applicable)
☑Black or African American
☐Hispanic or Latino
☐Asian
☐American Indian
☑Other Moroccan
☐I do not wish to furnish this information.

Purchaser(s) City of Newburgh Property Ownership Information

Do you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - any properties in the City of Newburgh? Yes ■ No ■✔

If yes, please list **all** of the addresses of properties you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - in the City of Newburgh. (Alternatively, you may attach a list of the properties.): _____

_____

_____

_____

_____

_____

_____

If you own property in the City of Newburgh, are any of the properties currently vacant buildings? Yes ■ No ■ If yes, has each property been registered pursuant to the City of Newburgh's Vacant Building Registration Ordinance? Yes ■ No ■ (If no, attach an explanation.) NA

If you own property in the City of Newburgh, are any of these properties, or portions of these properties, rented? NA
Yes ■ No ■ If yes, please attach a copy of the current City of Newburgh Rental License for each of the rental properties? Yes ■ No ■ (If no, attach an explanation.)

If you own property in the City of Newburgh, are you current on all municipal obligations (City/County taxes, School taxes, water/sewer bills, sanitation bills)? NA
Yes ■ No ■ (If no, attach an explanation.)

If you own property in the City of Newburgh, do you have any outstanding code violations for properties owned in the City of Newburgh? NA
Yes ■ (If yes, attach an explanation.) No ■

If you own property in the City of Newburgh, how many properties do you own that have open permits or lack a valid Certificate of Occupancy?

For City of Newburgh Staff Only:

Information above verified by: _____ Date verification completed: _____

* * *

Have you had a previous tax foreclosure in the past seven (7) years on a City of Newburgh property owned by you or you as a member of a business entity?
Yes ■ (If yes, attach an explanation) No ■

Have you had an "interest" as defined in Chapter 34, Article 2 (B) (2) of the City Code (https://www.ecode360.com/10870512), in any legislation or contracts, or with any elected City official, in the 12 months prior to the date of this proposal?
Yes ■ (If yes, attach an explanation) No ■

Individual Property Bid Sheet

Information on Bid Property:
If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **two (2).**

Property Address: 190 Fullerton Ave

(Tax Map #: Section-Block-Lot): 33.11-00.-017.-000-0001-016.000

Type of Property/Project

Will the property be occupied by the purchaser: Yes ☑ No ■

☑ Single Family Home (includes condominium units)

■ Multi-Family Home (Total # of Units _____)

■ Mixed Use Building (containing commercial & residential) - Total # of Residential Units: _____

■ Commercial Only ■ Industrial Only ■ Other: _____

■ Vacant Lot – Does the vacant lot border your property? Yes ■ No ■
Purchaser's redevelopment plan for the vacant lot (describe):
■ New Construction: _____
■ Property Improvements (fencing, garden, etc.): _____
■ Other: _____

Offer Purchase Price: $ 190,000 (An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank. It can be revised after an interior inspection, if an interior inspection is allowed.)

Renovation Estimate (Preliminary or Final) - How much do you estimate the cost of the renovation, demolition or construction work for this project? $ 21,175

You must submit a renovation cost budget with this application - even if it is only preliminary – for pre-qualifying purposes. In your estimate, please remember that most vacant properties need *significant* repairs before they can be legally occupied.
A blank, sample "*Repair Cost Estimate and Schedule*" has been included in this application package. Purchasers may use this template or one from your contractor, as long as it contains enough information to estimate the total renovation, demolition or construction cost of the project. Your preliminary estimate can be revised if interior access is allowed to the property.

Who will be doing the work? ☒ Self ; ■ Self, friends and/or family members; ☒ Other(s)

General Contractor: Not yet selected
Architect: Not yet selected Engineer: Not yet selected
Plumber: Shapiro Plumbing Electrician: Samuel Yannone Services

(Note: Any electrical and plumbing work must be performed by City of Newburgh-licensed electricians and plumbers.)

Purchaser or Purchaser's Contractor Previous Renovation, Rehabilitation, or Development Experience

(Applicants may also attach a list of renovated properties or development experience that contains the information listed below.)

Property #1:
Name of Purchaser/Contractor: _____
Property Address: _____
Type of Property: ■Single family ■Multi-family ■Commercial ■Mixed-Use (Res./Comm.)
Project Type: ■Existing Building: ■Extensive Rehab ■Moderate Rehab
■New Construction
Number of Units in Project: ■Residential: # of Units: _____ ■Commercial: # of Units: _____
Status of Project: ■Completed (Year Completed: _____) ■Under construction (Estimated Completion Date: _____) ■Pre-Development (Estimated Start Date: _____)
Total Estimated Development/Rehab Cost: $_____

Property #2:
Name of Purchaser/Contractor: _____
Property Address: _____
Type of Property: ■Single family ■Multi-family ■Commercial ■Mixed-Use (Res./Comm.)
Project Type: ■Existing Building: ■Extensive Rehab ■Moderate Rehab
■New Construction
Number of Units in Project: ■Residential: # of Units: _____ ■Commercial: # of Units: _____
Status of Project: ■Completed (Year Completed: _____) ■Under construction (Estimated Completion Date: _____) ■Pre-Development (Estimated Start Date: _____)
Total Estimated Development/Rehab Cost: $_____

Property #3:
Name of Purchaser/Contractor: _____
Property Address: _____
Type of Property: ■Single family ■Multi-family ■Commercial ■Mixed-Use (Res./Comm.)
Project Type: ■Existing Building: ■Extensive Rehab ■Moderate Rehab
■New Construction
Number of Units in Project: ■Residential: # of Units: _____ ■Commercial: # of Units: _____
Status of Project: ■Completed (Year Completed: _____) ■Under construction (Estimated Completion Date: _____) ■Pre-Development (Estimated Start Date: _____)
Total Estimated Development/Rehab Cost: $_____

Property #4:
Name of Purchaser/Contractor: _____
Property Address: _____
Type of Property: ■Single family ■Multi-family ■Commercial ■Mixed-Use (Res./Comm.)
Project Type: ■Existing Building: ■Extensive Rehab ■Moderate Rehab
■New Construction
Number of Units in Project: ■Residential: # of Units: _____ ■Commercial: # of Units: _____
Status of Project: ■Completed (Year Completed: _____) ■Under construction (Estimated Completion Date: _____) ■Pre-Development (Estimated Start Date: _____)
Total Estimated Development/Rehab Cost: $_____

Purchase and Development Funding Sources

Applicant must provide sources of funding for the purchase of the property and sources of funding sufficient funding for the rehabilitation and/or development of the property.

Proof of funds included with this application (check all that apply):

■ **Personal or Business Bank Statement**, dated within 30 days of this application. The name on any account statement must match the name of the purchaser, purchasing entity or one of the entity's principals.
■ **Lender Mortgage/Funding Pre-Approval Letter**, dated within 30 days of this application. Any pre-approval must be for a mortgage product that is appropriate for the property's condition, and must state that the approved amount covers both the purchase price and the anticipated renovation/rehabilitation costs.
■ **Gift Letter**, with a bank statement, dated within 30 days of this application, from the gift grantor.
■ **Additional sources of project funding provided:** _____

_____

Information Release

I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and to verify information supplied as part of this proposal. All information provided is true and accurate to the best of my/our knowledge. By signing, I/we also acknowledge reading and reviewing the City of Newburgh's "*Standard Terms and Conditions of Sale*" associated with the property.

_____ 11/23/2025
Signature Date

Najat Elabouri
Print Name(s)

_____ 11/23/2025
Signature Date

Roeshawn Strong
Print Name(s)

City of Newburgh Property Disposition Policy
Please refer to the City of Newburgh Department of Planning and Development page on the City of Newburgh's website (https://www.cityofnewburgh-ny.gov/planning-development) for the complete Property Disposition Policy and other information related to the purchase of City-owned property.

Application Submission
Only *complete* applications (PODA, repair estimate, proof of funds, credit authorization form, etc.) will be accepted. If the application is for the purchase of a property listed through the City of Newburgh's Real Estate Broker, the application needs to be submitted to the City's Real Estate Broker. For all other property purchases, the application and all supporting material can be submitted to:

City of Newburgh Department of Planning & Development
83 Broadway
Newburgh, New York 12550

ADDITIONAL BUYER INFORMATION

In order to process your application, the City of Newburgh Planning Department must be able to understand and communicate your proposal to the City Council for review and approval. In support of that process, please provide DETAILED responses to the questions below. The more info you provide the better.

1. Please provide any qualifications / training that you, or those that may be helping, have to complete the project.

We will be relying on the expertise of the licensed City Of Newbugh plumber and electrician we are going to hire to complete the small repairs needed. We also have multiple friends that have completed revovation property projects that can provide us infomation. We are not currently home owners but we do maintain our current place with the upmost level of care and cleanliness. We utilize friends, family and local proffessionals currrently if a problem arises.

2. Please explain your plan to engage qualified individuals, including City of Newburgh licensed electricians and plumbers, to complete the project.

There are multiple small repairs needed to be completed within the property we have reched out to Dave from Shapiro plumbing and Sam Yonnone of Yonnone Services and they have priced out the job for us and are ready to start repairs as soon as home is closed on.

3. Please provide an estimated timeline for completion of the project.

Our contractors are ready to start as soon as we close on the property and the time line to complete should be no later than Oct 2025.

4. Reason for interest in the property, if any (i.e. type of structure, neighborhood/location, price, personal connection).

We like the property because it is right next to the school that one of our daughters attends and the other will soon attend, we also feel it is a nice area. The house is close to everything and just a short drive to the police station where I work. The house is just the right size for our family and compared to other City of Newburgh properties is in pretty good condition and is something that we can completely handle fixing up and bringing it back to its glory.

ADDITIONAL BUYER INFORMATION

Please provide any other details or information you think the City of Newburgh should know about you, your interest in the property and/or your redevelopment plans:

Docusign Envelope ID: 9FB03552-FE76-4BA1-9100-5238EF93F2B8

KELLERWILLIAMS REALTY
FIRST IN NEW YORK
69 Brookside Ave. Suite 225 Chester, NY 10918
845.928.8000 www.kwhv.com
MEGA AGENT LOCATION
1 CALLOWAY HEIGHTS WARWICK, NY 10990

PURCHASE OFFER

This is not a binding contract.

Agent: Erica Gozza Cell #: 917-847-4944

NYS Lic. RE #: 10401270873 Date: 02/12/2025

Purchaser(s)Name: Najat Elabouri Roeshawn Strong

Address: [redacted] agree to purchase, and

Seller(s)Name: city of newburgh

Address: _____ agree to sell the real property located at

Property Address: 190 Fullerton Avenue Newburgh NY 12550 MLS: _____

Section: _____ Block: _____ Lot: _____ **including** plumbing, heating, lighting, ranges, screens, storm doors and windows, awnings, shrubbery, together with all fixtures and articles and personal property attached

_____

Agreed Upon Terms:

Total Purchase Price:	190,000.00
On the signing of the formal contract as herein provided:	6,650
By purchaser(s) obtaining a FHA/203k mortgage for	
a period of 30 years at (the prevailing) or __ interest:	
Balance in cash or certified check, on delivery of deed:	183,350

The **CLOSING OF TITLE** shall take place on or about: 04/04/2025

SUBJECT TO: _____

_____

Additional Notes: _____

The parties agree that **Keller Williams Realty** broker represents X the Buyer as a Buyers Agent; _____ the Seller as a Sellers agent; ____ both parties as a Dual Agent. The Seller agrees to pay the broker's commission of 2.5 % of the purchase price or $_____, pursuant to the offer of compensation made through MLS or pursuant to a commission agreement dated _____. The commission shall be payable to Keller Williams Realty, by bank or attorney's check at the closing of title.

Purchaser's Attorney : John Revella

Address: _____

Phone: 347-414-2626

Email: john@revellalaw.com

Seller's Attorney: _____

Name: _____

Phone: _____

Email: _____

THIS IS NOT A CONTRACT AND IS NOT BINDING UPON EITHER THE PURCHASER(S) OR SELLER(S). NO OBLIGATIONS WILL ACRUE TO EITHER PURCHASER(S) OR SELLER(S) UNTIL FORMAL CONTRACTS PREPARED BY AND APPROVED BY COUNSEL TO EACH OF THE PARTIES HAVE BEEN DULY SIGNED BY BOTH PURCHASER(S) AND SELLER(S).

Docusigned by:
Najat Elabouri DATE 2/12/2025 | 19:02 PST
1D12C0D6AA29455...
Purchaser

Signed by:
Roeshawn Strong DATE 2/13/2025 | 12:06 PST
4D414DBDAB60469...
Purchaser

REPAIR COST ESTIMATE AND SCHEDULE

EXTERIOR	ESTIMATED START DATE	TOTAL COST (MATERIALS + LABOR)
ROOF		
GUTTERS/DOWNSPOUTS		
WINDOWS	April 18th 2025	$ 2500
EXTERIOR DOORS		
SIDING/TRIM/EXTERIOR PAINTING	April 18th 2025	$ 2000
FOUNDATION WORK		
STEPS, PORCHES, DECKS, SIDEWALKS	April 18th 2025	$ 1500
LANDSCAPING	April 18th 2025	$ 1500
DEMOLITION		
OTHER:		
EXTERIOR REPAIR SUBTOTAL		$7500

INTERIOR	ESTIMATED START DATE	TOTAL COST (MATERIALS + LABOR)
CLEAN-OUT, INTERIOR DEMOLITION		
REMEDIATION - LEAD AND/OR ASBESTOS		
HEATING SYSTEM (FURNACES OR OTHER UNITS)		
HOT WATER HEATERS		
PLUMBING - Include installation of a sprinkler system for major renovations of 3- story (or more) buildings	April 18th 2025	$ 1500
ELECTRIC	April 18th 2025	$ 1750
BATH(S) - Fixtures, cabinets, etc.		
KITCHEN(S) - Fixtures, cabinets, etc.	April 18th 2025	$ 5500
INSULATION/DRYWALL		
INTERIOR DOORS		
TRIM/INTERIOR PAINTING		
FLOORING	April 18th 2025	$ 3000
OTHER:		
INTERIOR REPAIR SUBTOTAL		$ 11,750
SOFT COSTS ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.		
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)	10%	$ 1925
TOTAL (Exterior + Interior + Soft Costs + Contingency)		$ 21,175



Your Loan Application is Officially Qualified!*

Take a moment to *celebrate!*

Borrowers:	Najat Elabouri, Roeshawn Strong	Loan Number:	******7508
Loan Type:	30 Year FHA Fixed	Number of Units:	1
Purchase Price:	$190,000	Credit Report Pulled:	Yes
Property Address:	TBD	Automated (AUS) Decision:	Approve/Eligible
Property Type:	SFR - Detached		

*Qualified indicates a Loan Officer has reviewed your application and the submitted data is approved by the Automated Underwriting System and you are conditionally approved.

Congratulations Najat and Roeshawn, you're one step closer to your move-in day! You have been conditionally approved by PrimeLending for a purchase in the amount of $190,000.

Once a property has been identified it will require an underwriter review for final approval of the loan. Documentation required for final approval includes, but is not limited to, the following items:

- A fully executed sales contract.
- Verification of income, assets and adequate reserves.
- The transaction complies with PrimeLending underwriting and processing requirements.
- The subject property satisfies PrimeLending and investor requirements, including but not limited to, appraisal, title, survey, property inspection, condition, any applicable insurance (i.e. hazard, title and/or flood insurance).
- Satisfaction of any other conditions or requirements specific to loan approval.

FHA 203K Rehabilitation Loan, Assumes $35,000 in total renovation costs.

Since 1986, PrimeLending has helped over half a million homeowners buy a new home, renovate a current home or refinance. We're committed to making your home loan simple by providing trusted guidance, dependable service and a clear and timely process.

Please contact me with any questions you might have. I'm always here to help!

Vincent Van Voorhis

Branch Manager | NMLS:420600
(845) 206-5962 (Cell) | (845) 476-3244 (Direct)
1450 Route 300 Suite 101 | Newburgh, NY 12550
teamvvv@primelending.com |
https://lo.primelending.com/vvanvoorhis

★★★★★ Zillow RATING | 96% CUSTOMER SATISFACTION* | TOP 100 MORTGAGE COMPANIES | BBB A+ RATING

PrimeLending

This qualification letter towards a loan with the above characteristics is valid until 5/21/2025, which is 120 days after a credit report was pulled.

*Survey administered and managed by an independent third party following loan closing. 96% satisfaction rating refers to the average rating our customers have given our loan officers for the period 01/01/2020- 12/31/2020.

PrimeLending NMLS #13649. For licensing information go to NMLS CONSUMER ACCESS. Primelending shall determine, in its sole discretion, whether the conditions set forth herein are satisfied and reserves the right to unilaterally withdraw this qualification, which may include a refusal to approve the application due to any condition not being met or any material change in risk. This qualification is based on current market conditions and the type of loan selected and does not guarantee loan approval. There are no third-party beneficiaries to this Mortgage Loan Qualification Letter and this Mortgage Loan. The Qualification Letter is solely for the benefit of the parties hereto. This is not a commitment to lend. Program terms, conditions, interest rates, and points reflect today's market and are subject to change without notice.

RESOLUTION NO.: ____65____ - 2025

OF

MARCH 24, 2025

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 166 WEST PARMENTER STREET (SECTION 38, BLOCK 2, LOT 59.1) AT PRIVATE SALE TO NIGEL BLAKE FOR THE AMOUNT OF $90,200.00

WHEREAS, the City of Newburgh is the owner of real property known as 166 West Parmenter Street, being more accurately described as Section 38, Block 2, Lot 59.1, on the official tax map of the City of Newburgh; and

WHEREAS, the City of Newburgh recovered title to said property through its right of re-entry by Sheriff's deed dated June 20, 2023, which was recorded in the office of the Orange County Clerk; and

WHEREAS, pursuant to City Code Chapter 13, the City may sell real property owned by or in the control of the City of Newburgh through public or private transaction; and

WHEREAS, the City of Newburgh desires to sell 166 West Parmenter Street and the prospective buyer has offered to purchase the property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before Friday, June 27, 2025, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
166 West Parmenter Street	38 – 2 – 59.1	Nigel Blake	$90,200.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions of Sale
166 West Parmenter Street, City of Newburgh
(SBL: 38-2-59.1)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number on the City of Newburgh Tax Map.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid City/County taxes for the year **2025**, school taxes for the tax year **2024-2025**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any City/County taxes for the year **2025**, school taxes paid by the City for the tax year **2024-2025**, and subsequent levies up to the date of the closing. Upon closing of title, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE. The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: (i) obtain a Certificate of Occupancy for all buildings on the property; (ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or (iii) demolish any buildings deemed structurally unsound by a New York State-licensed engineer and by the Building Inspector. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for its consideration.**
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. The property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept cash or credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.**
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that they shall <u>not</u> be entitled to special or consequential damages, attorneys fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts. This provision shall survive closing.
18. The property is sold subject to an owner-occupancy restriction. Purchaser has agreed to purchase the property subject to a five (5) year owner occupancy restriction. Purchaser shall, within 18 months of the delivery of the deed, establish domicile and principal residence at said premises and maintain domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms and Conditions of Sale.
19. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: _____

_____

Nigel Blake

Property Proposal Summary

Location:	**166 W. Parmenter Street**
Tax Map Number:	38-2-59.1
Property Class:	220 – Two-Family Residence
Zoning:	RL— Residential Low Density
Description:	2-story building. Year built:1900; 2128sf, 2-family house—lot size— 50 x 100.
Condition:	Fair
Assessed Value:	$155,100
Estimated Annual Taxes:	$ 4,374 (2024-5)
List Price:	$155,100

Offer Information:

Name:	Nigel Blake
Offer Price:	**$ 90,200**
Construction Estimate:	$ 60,000+/-
Proof of Financing:	Private financing provided by James Gibbons; Morgan Stanley account funds .

Comments: The City of Newburgh originally acquired this building in June 2023. The building was first listed for sale on the City of Newburgh's website in October 2024. (See the Marketing and Offer History for this property.)

The building is in fair condition. The interior of the property contains considerable debris. The building has proved challenging to secure and maintain.

The purchaser, Nigel Blake. currently lives in the City of Newburgh. He will be a first-time homebuyer. He plans to live in one unit as his primary residence—for at least five years—and will rent out the other unit. The rental income will help offset some of the expenses of home ownership.



Proposal Form

Purchaser(s) Contact Information

Name(s): Nigel Blake

Name in which title will be held, if different from the name(s) listed above: (e.g. Limited Liability Company ("LLC"), Corporation, etc.*): _____

Street Address: [redacted]

City, State & Zip [redacted]

Mailing Address, if different from above: _____

Phone Number(s): [redacted]

E-mail: [redacted]

(* - If LLC or Corporation is currently in existence, you must provide corporate formation documents including Articles of Organization, Filing Receipt, and Operating Agreement for LLC and Articles of Incorporation, Filing Receipt, and Bylaws for Corporation. For both LLCs and Corporations, you must provide a list of names and addresses of the members or shareholders of the business.)

Purchaser(s) Supplementary Information

Do you intend to reside in the property for which you are bidding? ☑Yes ☐ No
If yes, do you intend to reside in the property for more than 5 years? ☑Yes ☐ No
If yes, do you intend to reside in the property for more than 10 years? ☐Yes ☐ No

Are you currently a City of Newburgh resident? ☑Yes ☐ No

If you are a City of Newburgh resident, have you lived in the City of Newburgh for the past 5 years or more?
☑Yes ☐No

If you are a City of Newburgh resident, do you reside in a federally-subsidized housing unit or are the recipient of a housing voucher assistance from a federal or state program? ☐Yes ☑No

Have you ever owned a home in your personal name before? ☐Yes ☑No

Are you a full-time City of Newburgh employee who has worked for the City for at least one year?
☐Yes ☑No

Did your household income for the prior tax year qualify as "low income" (80% AMI or less) or "very low income" (50% AMI or less) according the Area Median Income ("AMI") thresholds for Orange County, New York?
(see https://www.huduser.gov/portal/datasets/il/il2021/2021summary.odn)
☑Yes ☐No

Are you a member of any of the following ethnic or racial minority groups? (You may check more than designation, if applicable)
☑Black or African American
☐Hispanic or Latino
☐Asian
☐American Indian
☐Other _____
☐I do not wish to furnish this information.

Purchaser(s) City of Newburgh Property Ownership Information

Do you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - any properties in the City of Newburgh? Yes ☐ No ☑

If yes, please list **all** of the addresses of properties you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - in the City of Newburgh. (Alternatively, you may attach a list of the properties.): _____

_____

_____

_____

_____

_____

_____

If you own property in the City of Newburgh, are any of the properties currently vacant buildings? Yes ☐ No ☐ If yes, has each property been registered pursuant to the City of Newburgh's Vacant Building Registration Ordinance? Yes ☐ No ☐ (If no, attach an explanation.)

If you own property in the City of Newburgh, are any of these properties, or portions of these properties, rented?
Yes ☐ No ☐ If yes, please attach a copy of the current City of Newburgh Rental License for each of the rental properties? Yes ☐ No ☐ (If no, attach an explanation.)

If you own property in the City of Newburgh, are you current on all municipal obligations (City/County taxes, School taxes, water/sewer bills, sanitation bills)?
Yes ☐ No ☐ (If no, attach an explanation.)

If you own property in the City of Newburgh, do you have any outstanding code violations for properties owned in the City of Newburgh?
Yes ☐ (If yes, attach an explanation.) No ☐

If you own property in the City of Newburgh, how many properties do you own that have open permits or lack a valid Certificate of Occupancy?

For City of Newburgh Staff Only:

Information above verified by: _____ Date verification completed: _____

* * *

Have you had a previous tax foreclosure in the past seven (7) years on a City of Newburgh property owned by you or you as a member of a business entity?
Yes ☐ (If yes, attach an explanation) No ☑

Have you had an "interest" as defined in Chapter 34, Article 2 (B) (2) of the City Code (https://www.ecode360.com/10870512), in any legislation or contracts, or with any elected City official, in the 12 months prior to the date of this proposal?
Yes ☐ (If yes, attach an explanation) No ☑

Individual Property Bid Sheet

Information on Bid Property:

If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **two (2).**

Property Address: 166 W Parmenter Street, Newburgh NY 12550

(Tax Map #: Section-Block-Lot): 38-2-59.1

Type of Property/Project

Will the property be occupied by the purchaser: Yes ☑ No ☐

☐ Single Family Home (includes condominium units)

☑ Multi-Family Home (Total # of Units 2)

☐ Mixed Use Building (containing commercial & residential) - Total # of Residential Units: _____

☐ Commercial Only ☐ Industrial Only ☐ Other: _____

☐ Vacant Lot – Does the vacant lot border your property? Yes ☐ No ☐
Purchaser's redevelopment plan for the vacant lot (describe):
☐ New Construction: _____
☐ Property Improvements (fencing, garden, etc.): _____
☐ Other: _____

Offer Purchase Price: $ 90,200 (An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank. It can be revised after an interior inspection, if an interior inspection is allowed.)

Renovation Estimate (Preliminary or Final) - How much do you estimate the cost of the renovation, demolition or construction work for this project? $ $60,000

You must submit a renovation cost budget with this application - even if it is only preliminary – for pre-qualifying purposes. In your estimate, please remember that most vacant properties need *significant* repairs before they can be legally occupied.
A blank, sample *"Repair Cost Estimate and Schedule"* has been included in this application package. Purchasers may use this template or one from your contractor, as long as it contains enough information to estimate the total renovation, demolition or construction cost of the project. Your preliminary estimate can be revised if interior access is allowed to the property.

Who will be doing the work? ☐ Self; ☑ Self, friends and/or family members; ☑Other(s)

General Contractor: Newburgh on the Hudson LLC
Architect: Robert Sears, RA Engineer: Gibbons Engineering
Plumber: Vitek Plumbing Inc Electrician: Fitzgerald Purcel - Seals Contracting

(Note: Any electrical and plumbing work must be performed by City of Newburgh-licensed electricians and plumbers.)

Purchaser or Purchaser's Contractor Previous Renovation, Rehabilitation, or Development Experience

(Applicants may also attach a list of renovated properties or development experience that contains the information listed below.)

Property #1:
Name of Purchaser/Contractor: Newburgh on the Hudson LLC
Property Address: 87 William Street, Newburgh NY 12550
Type of Property: ☐Single family ☑Multi-family ☐Commercial ☐Mixed-Use (Res./Comm.)
Project Type: ☐Existing Building: ☑Extensive Rehab ☐Moderate Rehab ☐New Construction
Number of Units in Project: ☑Residential: # of Units: 1 ☑Commercial: # of Units: 1
Status of Project: ☑Completed (Year Completed: 2023) ☐Under construction (Estimated Completion Date: _____) ☐Pre-Development (Estimated Start Date: _____)
Total Estimated Development/Rehab Cost: $ $180,0000

Property #2:
Name of Purchaser/Contractor: Newburgh on the Hudson LLC
Property Address: 91 William Street, Newburgh NY 12550
Type of Property: ☐Single family ☑Multi-family ☐Commercial ☐Mixed-Use (Res./Comm.)
Project Type: ☐Existing Building: ☑Extensive Rehab ☐Moderate Rehab ☐New Construction
Number of Units in Project: ☑Residential: # of Units: 3 ☑Commercial: # of Units: 1
Status of Project: ☑Completed (Year Completed: 2023) ☐Under construction (Estimated Completion Date: 12/2022) ☐Pre-Development (Estimated Start Date: _____)
Total Estimated Development/Rehab Cost: $ 225,000

Property #3:
Name of Purchaser/Contractor: Newburgh on the Hudson LLC
Property Address: 105 William Street, Newburgh NY 12550
Type of Property: ☐Single family ☑Multi-family ☐Commercial ☐Mixed-Use (Res./Comm.)
Project Type: ☐Existing Building: ☑Extensive Rehab ☐Moderate Rehab ☐New Construction
Number of Units in Project: ☑Residential: # of Units: 2 ☐Commercial: # of Units: _____
Status of Project: ☑Completed (Year Completed: 2021) ☐Under construction (Estimated Completion Date: _____) ☐Pre-Development (Estimated Start Date: _____)
Total Estimated Development/Rehab Cost: $ $175,0000

Property #4:
Name of Purchaser/Contractor: Newburgh on the Hudson LLC
Property Address: 71 Hasbrouck Street, Newburgh NY 12550
Type of Property: ☑Single family ☐Multi-family ☐Commercial ☐Mixed-Use (Res./Comm.)
Project Type: ☐Existing Building: ☑Extensive Rehab ☐Moderate Rehab ☐New Construction
Number of Units in Project: ☑Residential: # of Units: _____ ☐Commercial: # of Units: _____
Status of Project: ☑Completed (Year Completed: 2020) ☐Under construction (Estimated Completion Date: _____) ☐Pre-Development (Estimated Start Date: _____)
Total Estimated Development/Rehab Cost: $ 120,000

Purchase and Development Funding Sources

Applicant must provide sources of funding for the purchase of the property and sources of funding sufficient funding for the rehabilitation and/or development of the property.

Proof of funds included with this application (check all that apply):

☐ **Personal or Business Bank Statement**, dated within 30 days of this application. The name on any account statement must match the name of the purchaser, purchasing entity or one of the entity's principals.
☑ **Lender Mortgage/Funding Pre-Approval Letter**, dated within 30 days of this application. Any pre-approval must be for a mortgage product that is appropriate for the property's condition, and must state that the approved amount covers both the purchase price and the anticipated renovation/rehabilitation costs.
☐ **Gift Letter**, with a bank statement, dated within 30 days of this application, from the gift grantor.
☐ **Additional sources of project funding provided**: SEE ATTACHED

Information Release

I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and to verify information supplied as part of this proposal. All information provided is true and accurate to the best of my/our knowledge. By signing, I/we also acknowledge reading and reviewing the City of Newburgh's "*Standard Terms and Conditions of Sale*" associated with the property.

Signature _____ Date 11/22/24

Nigel Blake
Print Name(s)

Signature _____ Date _____

Print Name(s) _____

City of Newburgh Property Disposition Policy
Please refer to the City of Newburgh Department of Planning and Development page on the City of Newburgh's website (https://www.cityofnewburgh-ny.gov/planning-development) for the complete Property Disposition Policy and other information related to the purchase of City-owned property.

Application Submission
Only *complete* applications (PODA, repair estimate, proof of funds, credit authorization form, etc.) will be accepted. If the application is for the purchase of a property listed through the City of Newburgh's Real Estate Broker, the application needs to be submitted to the City's Real Estate Broker. For all other property purchases, the application and all supporting material can be submitted to:

City of Newburgh Department of Planning & Development
83 Broadway
Newburgh, New York 12550

166 W Parmenter, Newburgh NY 12550

REPAIR COST AND ESTIMATE SCHEDULE

EXTERIOR	ESTIMATED START DATE	TOTAL COST(MATERIALS & LABOR)
Roof	TBD	3000
Gutters/Downspouts	TBD	500
Windows	TBD	2500
Exterior Doors	TBD	1500
Siding/Trim/Exterior Painting	TBD	2600
Foundation Work	TBD	0
Steps, Porches, Decks, Sidewalks	TBD	750
Landscaping	TBD	1000
Demolition	TBD	
Other		
EXTERIOR REPAIR SUBTOTAL		11850
INTERIOR	**ESTIMATED START DATE**	**TOTAL COST(MATERIALS & LABOR)**
Clean-out, Interior Demolition	TBD	1000
Remediation - Lead and/or Asbestos	TBD	
Heating System(Furnaces or other units)	TBD	5000
How Water Heaters	TBD	1800
Plumbing - Include sprinkler system for major renovation of 3- story or more building	TBD	5000
Electric	TBD	3500
Bath(s)-Fixtures, cabinets, etc	TBD	3000
Kitchen(s) -fixtures, cabinets, etc	TBD	4200
Insulation/Drywall	TBD	6000
Interior Doors	TBD	1800
Trim/Interior Painting	TBD	2850
Flooring	TBD	4000
Other: Misc Lighting & Supplies		0
INTERIOR REPAIR TOTAL		38150
Soft Cost: Asbestos/Lead Testing, Survey, Architect, Etc		4000
Contingency Amount(Percentage of Total Expense)		6000
TOTAL(Exterior+Interior+Soft Cost+Contigency)		**60000**

James A Gibbons [redacted]

November 21, 2024

Nigel Blake
[redacted]

Dear Mr. Blake,

You have been approved for a private mortgage in the amount of $175,000 for the prospective purchase of a multi-family home. This loan is based on your income and is subject to a personal guarantee, including a first lien on the subject property.

Additionally, this loan is for the prospective purchase and rehabilitation of the following property: 166 W. Parmenter Street, Newburgh NY 12550. A two family home.

Attached is proof of funding availability to submit with your purchase offer.

The Borrower(s) has immediate access to these funds subject to normal terms and conditions prior to closing. These funds are available immediately for wire transfer as instructed or directed for disbursement by the Borrower.

If you need any additional information, please feel free to call or email me.

Sincerely

James A Gibbons
[redacted]

Freddie Rivera
Vice President
Risk Officer

Wealth Management
2000 Westchester Avenue
Branch 102
Purchase, NY 10577
Phone: (914) 225-2455
Freddie.Rivera@MorganStanley.com

Morgan Stanley

December 5, 2024

Tercera Corp
[redacted]

Re: James Gibbons

To Whom It May Concern:

Please be advised that James Gibbons (the "Client") maintains the following brokerage accounts (the "Accounts") at Morgan Stanley Smith Barney LLC ("Morgan Stanley") which contains assets, including cash and marketable securities, valued, as of the close of business on 12/4/24, in excess of $300,000.

A/C Number	A/C Title
723-XXX181	James Gibbons
723-XXX422	James Gibbons
723-XXX483	James Gibbons IRA
723-XXX752	James Gibbons
723-XXX082	James Gibbons Roth IRA

We are presenting the information contained herein pursuant to our Client's request. It is valid as of the date of issuance. Morgan Stanley does not warrant or guarantee that such identified securities, assets or monies will remain in the Client's Accounts. The Client has the ability to withdraw assets from the Accounts at any time.

Accounts 723-XXX181, 723-XXX422, 723-XXX752 are currently being used to collateralize a Liquidity Access Line ("LAL") line of credit issued by Morgan Stanley Bank, N.A. and/or Morgan Stanley Private Bank, National Association. Notwithstanding any other representations in this letter, assets required to maintain the LAL cannot be withdrawn unless Morgan Stanley Bank, N.A. and/or Morgan Stanley Private Bank, National Association agrees to release excess collateral or the LAL is paid off. This letter does not create a security interest or convey collateral rights to any party.

Thank you for your time and consideration in this matter.

Sincerely,

Freddie Rivera, V.P.
Risk Officer

cc: JAMES GIBBONS

Morgan Stanley

CLIENT STATEMENT | For the Period December 1-31, 2024

STATEMENT FOR:
MSL FBO JAMES A GIBBONS

Beginning Total Value (as of 12/1/24) $739,243.45
Ending Total Value (as of 12/31/24) $741,549.09
Includes Accrued Interest
Includes Assets Externally Held: $77,921.47

Your Financial Advisor Team
The Blue Sandstone Group

Your Financial Advisors

Mary Gardiner
Senior Vice President
Mary.G.Gardiner@morganstanley.com
914 225-5119

Cindy Rudbart
Senior Vice President
Cindy.Rudbart@morganstanley.com
914 225-1537

Corinne H James
Vice President
Corinne.James@morganstanley.com
203 625-4673

Your Branch
2000 WESTCHESTER AVE 1NC
PURCHASE, NY 10577
Telephone: 914-225-5510 · Alt. Phone: 888-499-8544

Morgan Stanley Smith Barney LLC. Member SIPC.

[redacted]

MSL FBO JAMES A GIBBONS
1 CENTRAL AVE STE 308
TARRYTOWN NY 10591-3301

Client Service Center (24 Hours a Day: 7 Days a Week): 800-869-3326
Access Your Account Online: www.morganstanley.com/online

INVESTMENTS AND INSURANCE PRODUCTS NOT FDIC INSURED • NOT A BANK DEPOSIT • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY • NOT BANK GUARANTEED • MAY LOSE VALUE • UNLESS SPECIFICALLY NOTED, ALL VALUES ARE DISPLAYED IN USD

[redacted]

Marketing and Offer History – 166 W. Parmenter Street

- This property was first listed for sale on the Planning & Development Departmental page on the City of Newburgh's website beginning in mid-October 2024. It was listed for $155,100, the current assessed value.
- The Department received one offer – the one from Nigel Blake - by the initial November 22, 2024, deadline. Upon internal review, it was determined that the applicant needed to submit some additional information.
- The property was re-listed in early December 2024 with a new submission deadline of January 17, 2025. The Department received no new applications by the second deadline.
- The original applicant, Nigel Blake, eventually supplied the information requested. The purchase offer from Nigel Blake for $90,200 was the highest offer received. No Disposition Policy bonuses were applied because it was the only complete offer received during the two listing periods. The Department of Planning & Development is recommending this offer for Council approval.

RESOLUTION NO.: 66 - 2025

OF

MARCH 24, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE CATHEDRAL AT THE HOUSE F/K/A HOUSE OF REFUGE TO ALLOW USE OF CITY OWNED PROPERTY LOCATED AT 140 BROADWAY FOR THE HEALTHY ORANGE FARMERS MARKET

WHEREAS, the City of Newburgh is the owner of several parcels of real property located at 132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as "140 Broadway"; and

WHEREAS, the Healthy Orange Farmers Market f/k/a Tuesday Farm Market has been held at 140 Broadway since 2012 and provides the following benefits:

1. To provide greater visibility to attract more buyers and vendors;
2. To promote positive activity on Broadway; and
3. To provide more space for Orange County agencies to provide information and conduct demonstrations for the community; and

WHEREAS, holding the Healthy Orange Farmers Market at 140 Broadway requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with The Cathedral at The House to allow access to and use of several City-owned properties for the purpose of holding the Healthy Orange Farmers Market.

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, 2025, by and between The Cathedral at The House f/k/a HOUSE OF REFUGE, with offices at 131 Broadway, Newburgh, New York 12550 as "LICENSEE; and the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR";

WITNESSETH THAT:

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

132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as "140 Broadway".

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

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

Section 1. Grant of License. Licensor hereby gives to Licensee, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 140 Broadway, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, tables, chairs and other materials as may be necessary; for the purposes of hosting a farmer's market, including but not limited to the sale of farm products, produce and other general information and demonstrations by Orange County agencies on property owned by Licensor. No permanent improvements may be erected on the premises.

Section 2. Scope of License. Use of and access to the 140 Broadway is limited to hosting a farmer's market, including but not limited to the sale of farm products, produce and other general information and demonstrations by Orange County agencies. Licensee agrees to use and maintain said facilities in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority obtaining any and all permits required thereby and subject to the following conditions:

a. Farmer's Market Hours of Operation: 10:00 am to 2:00 pm.
b. Parking: the parking spaces located on the north side of Broadway between Lander Street and Johnston Street during set up and clean up and hours of operation of the farmer's market.

c. Grilling is prohibited within or near tents and must be at least 25 feet from commercial structures (or 3 family or above).
d. Grilling is prohibited on the public sidewalk.
e. At all times there must be either an extinguisher, hose, or other source of water to extinguish the flames/fire when grilling activities are completed for the day.

Section 3. Licensor acknowledges that the use of the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the Licensee granted hereunder.

Section 4. Defense, Indemnity, and Insurance. Licensee hereby agrees to defend, indemnify and hold Licensor harmless against any claims, actions and proceedings brought against Licensor arising out of, in connection with and/or relating to Licensee's use of the premises. Licensee has posted evidence of and shall maintain throughout the term of this License public liability insurance naming the Licensor as additional insured in a minimum coverage amount of One Million ($1,000,000.00) Dollars.

Section 5. Term. This Agreement and the license or privilege term shall commence on June 16, 2025 and shall expire without further notice to either party to the other at 11:59 pm to October 31, 2025.

Section 6. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 7. Termination of License. Either party may terminate this license prior to the expiration of the term specified in paragraph 5, with or without cause, on at least thirty (30) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license.

Section 9. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 12. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Remainder of this page intentionally left blank

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____
TODD VENNING, City Manager
Per Resolution No.:

THE CATHEDRAL AT THE HOUSE
F/K/A HOUSE OF REFUGE
LICENSEE

By: _____
BISHOP JEFFREY WOODY

Approved as to Form:

_____
DAVID TRUONG
Assistant Comptroller

Approved as to Form:

_____
MICHELLE KELSON
Corporation Counsel

RESOLUTION NO.: 67 - 2025

OF

MARCH 24, 2025

A RESOLUTION ACCEPTING A DONATION TO THE FIRE DEPARTMENT FROM HARBOR FREIGHT TOOLS IN THE AMOUNT OF $300.00

WHEREAS, Harbor Freight Tools supports the needs of first responders by offering donations to purchase of tools and safety equipment and to fund other improvement projects; and

WHEREAS, the Fire Department received a donation in the amount of $300.00 to offset the cost of tools and equipment carried on the apparatus and to develop a cache of tools for building collapse and stabilization; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a donation from Harbor Freight Tools in the amount of $300.00 with the thanks of this Council on behalf of the City of Newburgh Fire Department.

Outlook

Confirmation - Harbor Freight Tools Gift Card Donation Requests - 2024 - 2025

From Smartsheet Forms <forms@app.smartsheet.com>
Date Thu 2/27/2025 4:37 PM
To Spinelli, Francis <FSpinelli@cityofnewburgh-ny.gov>

HARBOR FREIGHT GIVES BACK

Thank you for submitting your entry. A copy is included below for your records.

Harbor Freight Tools Gift Card Donation Requests - 2024 - 2025

First and Last Name	Francis J. Spinelli
Email Address	fspinelli@cityofnewburgh-ny.gov
Email Address 2	fspinelli@cityofnewburgh-ny.gov
Phone Number	+1 (845) 569-7412
501c3 or 501c19 Status	No
501c3 or 501c19 No	City Fire Department
Name of Organization	City of Newburgh Fire Department
Type of Organization	First Responder
Type of First Responder	Fire Department
Purpose of Donation - First Responder	Tools, Safety Equipment and/or General Maintenance and Repairs
Donation Use	Our department is always looking for ways to update our tools and equipment carried on our apparatus. Impact sockets, wrenches, and tools boxes are always in need. We also need to develop a cache of tools for building collapse and stabilization.
Street Address	22 Grand Street
City	Newburgh
State	NY
Zip Code	12550

Federal Tax ID # or NCES ID #	146002329
Organization Website	https://www.cityofnewburgh-ny.gov/254/Fire
Have you received a donation from Harbor Freight Tools within the last 12 months?	No
How did you hear about us?	Co-Worker
Harbor Freight Tools Privacy Policy	☑

File Attachments

Tax Exempt Newburgh City.pdf (55k)

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Outlook

Donation Request

From Donations <Donations@harborfreight.com>
Date Mon 3/3/2025 4:31 PM
To Spinelli, Francis <FSpinelli@cityofnewburgh-ny.gov>

Hello,

We're pleased to let you know that your request for a donation from Harbor Freight Tools has been approved – for a $300 digital gift card!* We're impressed by the work you do and applaud your commitment to non-profit service.

We are working on processing your donation as quickly as possible, but please know that this can take up to two weeks.

Next Steps:

- Your digital HFT gift card will be sent to the email address you provided when filling out our donation form. Please note that the email will come from harborfreight@buyatab.com and you may need to check your junk or spam folder.
- Based on your approved donation amount, you may receive more than one email. Each email will include a digital gift card.
- Your digital gift card can be used to shop at our stores online, or it can be printed and used to shop in the store.
- If you do not receive your gift card after two weeks, please reach out to us by email at giftcards@harborfreight.com and let us know so we can help.

Thank you for all of the great work you're doing. We share your community spirit and wish you success in the future.

Regards,

Donations
Harbor Freight Tools
26677 Agoura Road
Calabasas, CA 91302

HARBOR FREIGHT
QUALITY TOOLS LOWEST PRICES

*No part of this gift is earmarked for lobbying or political activity.

This e-mail, its content and any files transmitted with it are intended solely for the addressee(s) and are PRIVILEGED and CONFIDENTIAL. Access by any other party is unauthorized without the express prior written permission of Harbor Freight Tools. If you have received this e-mail

RESOLUTION NO.: 32 - 2024

OF

FEBRUARY 26, 2024

A RESOLUTION ACCEPTING A DONATION TO THE FIRE DEPARTMENT FROM HARBOR FREIGHT TOOLS IN THE AMOUNT OF $300.00

WHEREAS, Harbor Freight Tools supports the needs of first responders by offering donations to purchase of tools and safety equipment and to fund other improvement projects; and

WHEREAS, the Fire Department received a donation in the amount of $300.00 to offset the cost of tools and equipment carried on the apparatus and to develop a cache of tools for building collapse and stabilization; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a donation from Harbor Freight Tools in the amount of $300.00 with the thanks of this Council on behalf of the City of Newburgh Fire Department.

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 Feb 26 2024 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 27 day of Feb 2024

City Clerk

RESOLUTION NO.: ____68____ - 2025

OF

MARCH 24, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH NEW YORK COMMUNICATIONS COMPANY, INC. TO PROVIDE COMMUNICATIONS EQUIPMENT AND SERVICE FOR THE CITY OF NEWBURGH FIRE DEPARTMENT AT A COST OF $8,808.00 PER YEAR FOR FIVE YEARS

WHEREAS, the City of Newburgh Fire Department's agreement with New York Communications Company, Inc. ("NYCOMCO") for equipment and service of its dispatcher communications equipment has expired; and

WHEREAS, the Fire Department has received the renewal lease and service agreement; and

WHEREAS, said renewal agreement is being provided at a monthly cost of $581.00 for 60 months, and includes 2 existing dispatch consoles, with an annual service cost of $2,592.00; and

WHEREAS, the funding will be derived from A.3412.0444 – Rental Equipment; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the annexed agreement with NYCOMCO for communications equipment and the service of the communications equipment at an annual cost of $8,808.00 for five years for the City of Newburgh Fire Department.

NYCOMCO Wireless Communications

53 West Cedar Street- Poughkeepsie- NY 12601
845-471-5520 or 1-800-NYCOMCO
WWW.NYCOMCO.COM

Lease No.357SLE01
Lease Renewal

LEASE AGREEMENT

New York Communications Company, Inc. as Lessor hereby agrees to lease to the undersigned as Lessee subject to the terms and conditions of the face and on the reverse side hereof, the following equipment:

NO. OF UNITS	MODEL	DESCRIPTION
2	4010R-RRE	EXISTING ZETRON CONSOLE

Location of Equipment: 83 BROADWAY CITY HALL, NEWBURGH NY 12550

The lease rate $518.00 per month for 60 months for a period of 5 year(s) (called herein the lease term) commencing on the first day of the month following the date of installation of the equipment. Lessee agrees to pay an annual payment of two thousand five hundred and ninety two dollars and zero cents ($2,592.00) for a period of 5 year(s) from the effective date of the contract. The first monthly payment shall be due on the first day of the new lease term and the succeeding month until all said number of monthly payments shall have been paid. In the event any payment remains unpaid for a period of sixty (60) days or more after becoming due, Lessor may declare Lessee to be in default by notice in writing, and Lessor may retake possession of any or all of the leased equipment with or without process of law, and without demand or further notice.

The Lessor will install the equipment after Lessor receives notice of FCC approval when applicable. Shipment shall be f.o.b. Lessor's plant, and Lessor shall not be liable for delays in delivery or failure to manufacture or deliver (1) due to causes beyond its reasonable control or (2) to acts of God, acts of the Lessee, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability due to causes beyond its reasonable control to obtain necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of installation shall be extended for a period equal to the time lost by reason of the delay.

SIGNED: New York Communications Company Inc.

BY: _____
Robert M. Sivco- President
President

Effective Date: _____
End Date: _____
(To be filled in by NYCOMCO)

NAME: NEWBURGH FIRE CITY

ADDRESS: 83 BROADWAY CITY HALL,
NEWBURGH NY 12550

SIGNED: _____

DATE: _____

RF 4/✓

NEW YORK COMMUNICATIONS COMPANY, INC.

NYCOMCO Wireless Communications

53 WEST CEDAR STREET ♦ POUGHKEEPSIE, NY 12601
(845) - 471-5520, FAX (845) - 471-5593

WWW.NYCOMCO.COM

LEASE ORDER: 277754-00
DATE: 10/10/18
SALESREP: STEVE KRATOCHWIL
LEASE #: 357 -SLE-01
EXPIRATION DATE: 11-30-2023 ✓

#LA0813 ✓

Bill To: 357
NEWBURGH FIRE CITY
83 BROADWAY CITY HALL
NEWBURGH NY 12550

Fax: 845-469-7435

Ship To:
NEWBURGH FIRE CITY
83 BROADWAY CITY HALL
NEWBURGH NY 12550

Phone: 845-562-1212 Fax: 845-469-7435

CUSTOMER CONTACTS: TERRY ALHERS

QTY	MODEL	DESCRIPTION	UNIT PRICE	TOTAL
2	901-9335-RRE (307)	REFURBISHED ZETRON 4010R RACK MOUNTED CONSOLE. CONFIGURATION INCLUDES DUAL CHANNEL CARD, 4 SINGLE RADIO CARDS POWER SUPPLY, GOOSE NECK MICROPONES, INSTALLATION AND NYCOMCOS SERVICE AGREEMENT	259.00 /MO	518.00 /MO
			TOTAL:	518.00 /MO

3060-00 3601 = 518.00

KV
AB ✓

AUTHORIZED SIGNATURE Terry Alhers

PRINT NAME Terry Ahlers

TITLE/DATE 10/11/18

53 West Cedar Street- Poughkeepsie- NY 12601
845-471-5520 or 1-800-NYCOMCO
WWW.NYCOMCO.COM

Lease No. 357SLE01

LEASE AGREEMENT

New York Communications Company, Inc. as Lessor hereby agrees to lease to the undersigned, City of Newburgh Fire, as Lessee subject to the terms and conditions of the face and on the reverse side hereof, the following equipment:

NO. OF UNITS	MODEL	DESCRIPTION
2	901-9335-RRE	Refurbished Zetron 4010R rack mounted console. Configuration includes dual channel card, 4 single channel cards, power supply, microphnes and nycomcos service agreement
Location of Equipment: 22 grand St. Newburgh, NY 12550		

The lease rate $ 518.00 per month for 60 months for a period of Five year(s) (called herein the lease term) commencing on the first day of the month following the date of installation of the equipment. Lessee agrees to pay an annual payment of _six thusand two hundred sisxteen dollars and no cents($ 6,216.00) for a period of five year(s) from the effective date of the contract. The first monthly payment shall be due on the first day of the new lease term and the succeeding month until all said number of monthly payments shall have been paid. In the event any payment remains unpaid for a period of sixty (60) days or more after becoming due, Lessor may declare Lessee to be in default by notice in writing, and Lessor may retake possession of any or all of the leased equipment with or without process of law, and without demand or further notice.

The Lessor will install the equipment after Lessor receives notice of FCC approval when applicable. Shipment shall be f.o.b. Lessor's plant, and Lessor shall not be liable for delays in delivery or failure to manufacture or deliver (1) due to causes beyond its reasonable control or (2) to acts of God, acts of the Lessee, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability due to causes beyond its reasonable control to obtain necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of installation shall be extended for a period equal to the time lost by reason of the delay.

SIGNED: New York Communications Company Inc.

BY: Jenna Riess
Jenna Riess- President

Effective Date: 12-1-18
End Date: 11-30-23
(To be filled in by NYCOMCO)

NAME: City of Newburgh fire Department

ADDRESS: 83 Broadway City Hall
Newburgh, NY 12550

SIGNED: Terry Rollins

DATE: 10/11/18

RESOLUTION NO.: 69-2025

OF

MARCH 24, 2025

A RESOLUTION RE-APPOINTING GAIL FULTON AND MARK DANIEL SANCHEZ-POTTER AND APPOINTING M. JUSTIN RIDER TO THE CONSERVATION ADVISORY COUNCIL FOR TWO YEAR TERMS

WHEREAS, Chapter 159 of the City Code of Ordinances provides for a seven-member Conservation Advisory Council, the members of which are appointed for terms of two years; and

WHEREAS, the terms of Gail Fulton and Mark Daniel Sanchez-Potter expired on November 30, 2024 and December 11, 2024, respectively, and Ms. Fulton and Mr. Sanchez-Potter wish to continue to serve new two (2) year terms; and

WHEREAS, M. Justin Rider has expressed an interest in becoming a member of the Conservation Advisory Council to fill an existing vacancy;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Gail Fulton and Mark Daniel Sanchez-Potter are hereby re-appointed to the Conservation Advisory Council each for a two (2) year term, commencing on December 1, 2024 and ending on November 30, 2026 and commencing on December 12, 2024 and ending on December 11, 2026, respectively.

BE IT FURTHER RESOLVED, that M. Justin Rider is hereby appointed to the Conservation Advisory Council for a two (2) year term commencing immediately and ending on March 23, 2027.

3/11/25 CONSERVATION ADVISORY COUNCIL (CAC) INTEREST LIST

Section 159-4(B) provides for a CAC of 7 members for 2-year terms
Section 159-4(C) provides that the Council appoint the Chairperson

3 vacancies – 2 holdovers; 1 open seat

Applicants seeking initial appointment for vacancies:

Edward Z. Domanico (Ineligible)
Gabrielle Hill
Sean Kennedy
Shannon Parris
M. Justin Rider

Holdovers: Gail Fulton
Mark Daniel Sanchez-Potter

RESOLUTION NO.: 70 - 2025

OF

MARCH 24, 2025

A RESOLUTION APPOINTING MICHAEL MANNION AS AT-LARGE MEMBER TO THE POLICE COMMUNITY RELATIONS AND REVIEW BOARD

WHEREAS, there is a vacancy on the Police Community Relations and Review Board for the unexpired portion of an at-large member; and

WHEREAS, Michael Mannion has expressed interest in serving as a member of the Police Community Relations and Review Board and the City Council finds making such appointment 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 Michael Mannion be appointed as at-large members to the Police Community Relations and Review Board to complete the unexpired portion of an at-large member who resigned, which term shall expire on September 27, 2026.

3/12/25 PCRRB INTEREST LIST

Composition: 7 Member Board

- 4 Ward Members 1 Member from each Ward
  appointed by Council Member elected from each Ward

- 3 At-Large Members appointed by Council
  Council designates 1 as Chair

2 vacancies due to resignation
1 vacancy not filled in 2023 the purpose of appointment or re-appointment

Applicants: Nilda Rodriguez (Ward 1)
Michael Mannion (Ward 2)

Current members: Cynthia Gilkeson (Ward 2)
Carla Johnson (Ward 1)
Ali T. Muhammad (Ward 2)
Alexander Bolorin (Ward 3)

RESOLUTION NO.: __71___-2025

OF

MARCH 24, 2025

A RESOLUTION RE-APPOINTING ANDREW SCHRIJVER AND APPOINTING CARSON CARTER TO THE BOARD OF ASSESSMENT REVIEW

WHEREAS, it is necessary to appoint members to vacancies on the Board of Assessment Review; and

WHEREAS, there currently exists 2 vacancies of which 1 vacancy is for a full 5-year term expiring on September 30, 2029 and 1 vacancy is to fill the unexpired portions of a term expiring on September 30, 2028;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individuals be and is hereby appointed to the Board of Assessment Review for the terms indicated:

1. Andrew Schrijver, to serve a new five-year term commencing retroactively on October 1, 2024 and expiring on September 30, 2029; and
2. Carson Carter, to complete the term of a member who resigned who resigned, which term shall expire on September 30, 2028.

03/07/25 BOARD OF ASSESSMENT REVIEW (BAR) INTEREST LIST

Section 7.30 provides for a BAR of no fewer than 3 nor more than 5 members for 5-year term

2 vacancies: 1 expired term
1 to complete the unexpired portions of a term expiring on 9/30/28

Existing member seeking a new term:

Andrew Schrijver

Applicant seeking initial appointment for vacant seat

Carson Carter