



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
January 10, 2019
6:00 PM

Council Meeting Presentations

1. Executive Session
Proposed, pending or current litigation
2. Presentation of a Certificate of Recognition to the World Mission Society Church of God for their Vounteer Efforts During Clean Up Day in December. 2018
(As per Mayor Harvey)

Engineering/Ingeniería

3. Award of bid to ACA Environmental Services for Asbestos Remediation at West End Firehouse
Resolution authorizing the Interim City Manager to accept a proposal and execute an agreement with ACA Environmental Services, Inc. for asbestos remediation activities and related repairs at 492 Broadway at a cost of \$30,785 (Jason Morris)
4. Change Order No. 4 with METRA Industries
Resolution authorizing the Interim City Manager to execute Change Order No. 4G with METRA Industries to decrease the contract amount by \$136,643.00 and decreasing the total contract amount from \$3,367,555.18 to \$3,230,912.18 in the construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project (Jason Morris)

Finance/Finanza

5. Amend the 2018 Budget to adjust for insurance recoveries
Resolution amending Resolution No: 333-2017, the 2018 Budget for the City of Newburgh, New York to adjust for insurance recovery funds allocated to insurance recoveries to be applied to DPW-Police Department motor vehicle repairs. (Michelle Kelson)
6. Amendment to 2019 Budget - Sanitation Fund
Resolution amending Resolution No: 364-2018, the 2019 Budget for the City of Newburgh, New York to adjust the 2019 Sanitation Budget by eliminating the appropriation from Sanitation Fund Balance and reducing the Sanitation Fund contribution to the Self-Insurance Fund and increasing Appropriated General Fund Balance and General Fund Contribution to Self-Insurance Fund by \$168,538.00 (Michelle Kelson & George Garrison)

Water Department/ Departamento de Aqueductos

7. Proposal for Engineering Services

Resolution accepting a proposal and authorizing the Interim City Manager to execute a contract with Arcadis of New York, Inc. for professional engineering services to perform an evaluation of the sand filters and backwash water disposal systems for the Water Plant SCADA Improvements Project in an amount not to exceed \$74,000.00

Planning and Economic Development/Planificación y Desarrollo Económico

8. Purchase of 585 South Street

Resolution to authorize the conveyance of real property known as 585 South Street (Section 14, Block 2, Lot 6.1) at private sale to Charles Udeagbala for the amount of \$69,900.00. (Ali Church)

9. Purchase of 357 Liberty Street

Resolution to authorize the conveyance of real property known as 357 Liberty Street (Section 11, Block 4, Lot 22) at private sale to Arleen Perez for the amount of \$65,000.00. (Ali Church)

10. Release of Restrictive Covenants - 108 Broadway

Resolution authorizing the release of restrictive covenants and right of re-entry from a deed issued to Carmelo and Moira Liardi to the premises known as 108 Broadway (Section 30, Block 5, Lot 28) (Michelle Kelson)

11. Extension of Time to Rehabilitate 31 Liberty Street

Resolution authorizing a one year extension of time to rehabilitate the premises known as 31 Liberty Street, W.H. (Section 45, Block 7, Lot 21) in the City of Newburgh. (Michelle Kelson)

12. Extension of Time to Rehabilitate 216 Broadway

Resolution authorizing a twelve month extension of time to rehabilitate the premises known as 216 Broadway (Section 29, Block 8, Lot 7) in the City of Newburgh. (Michelle Kelson)

13. Extension to rehabilitate - 80 Clinton

Resolution authorizing a five month extension of time to rehabilitate the premises known as 80 Clinton Street (Section 10, Block 1, Lot 19) in the City of Newburgh. (Michelle Kelson)

Discussion Items/Temas de Discusión

14. Reappointment for Board of Assessment Review

Resolution reappointing Catherine Lentz to the Board of Assessment Review. (Michelle Kelson)

15. Non Bargaining Contract

(Interim City Manager Joe Donat)

16. Overnight Shelter
(As per Councilwoman Monteverde)
17. Plumbing Inspector vacancy
(Assistant Chief Horton)
18. RFP Committee
(As per Mayor Harvey)

RESOLUTION NO.: _____ - 2019

OF

JANUARY 14, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
ACA ENVIRONMENTAL SERVICES, INC. FOR ASBESTOS REMEDIATION ACTIVITIES
AND RELATED REPAIRS AT 492 BROADWAY AT A COST OF \$30,785.00**

WHEREAS, by Resolution No. 193-2018 of August 13, 2018, the City Council of the City of Newburgh authorized the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) to conduct an indoor environmental assessment for buildings located at 22 Grand Street and 492 Broadway; and

WHEREAS, by Resolutions No. 284-2018 and 285-2018 of October 9, 2018, the City Council of the City of Newburgh authorized the City Manager to accept proposals and execute agreements with QUES&T for asbestos sampling and asbestos abatement planning and design services for the building located at 492 Broadway; and

WHEREAS, the City solicited proposals from qualified contractors to complete the asbestos remediation activities at 492 Broadway and ACA Environmental Services, Inc. submitted a proposal for the work at the lowest cost; and

WHEREAS, the cost for the base bid consisting of asbestos abatement, disposal, and restoration services at three wall locations will be \$23,985.00, and for a bid add alternate consisting of asbestos abatement, disposal, and restoration of walls and the installation of new cabinets will be \$6,800.00, and funding shall be derived from A.3412.0448; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept a proposal and execute an agreement with ACA Environmental Services, Inc. for asbestos remediation activities and related repair work for 492 Broadway, Newburgh, New York at a total cost of \$30,785.00.



ACA ENVIRONMENTAL SERVICES, INC.

December 13, 2018
Via E-Mail
Jmorris@cityofnewburgh-ny.gov

To: Mr. Jason C. Morris, City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

From: Mr. Fred Lattrell
ACA Environmental Services, Inc.
791 Nepperhan Avenue
Yonkers, New York 10703-2012

Subject: Proposal for asbestos abatement services to be rendered at the West End Firehouse,
492 Broadway, Newburgh, New York 12550.

Site Visit: December 7, 2018
Jason C. Morris - City of Newburgh
Fred Lattrell - ACA Environmental Services, Inc.

Information

Supplied: Request for proposal, prepared by QuES&T, Inc., defining the scope of work, along with Bid Form and New York State Department of Labor Variance 18-1559.

SCOPE OF WORK

The scope of work for this project is the removal and disposal of the following materials, as detailed at the Site Visit and in the Information Supplied:

First Floor

- 25 square feet of asbestos-containing plaster, from the Kitchen, West Perimeter Wall and Column. (Includes replacement)
- 20 square feet of asbestos-containing joint compound, from the Stairwell, East Perimeter Wall. (Includes replacement)

The procedures to be utilized will be in accordance with NYC Department of Environmental Protection, NYS Department of Labor, US Environmental Protection Agency, and OSHA Regulations.

Our price for the removal stated above is: **\$23,985.00**

Alternate No. 1

Removal of cabinets. ACA will fix walls and re-install new cabinets.

Our price for Alternate No. 1: **\$ 6,800.00**

- Continued on Next Page -

QUALIFICATIONS

- Our price includes all labor, materials, equipment, supervision, and project management.
- Our price is based on quantities and locations as per specifications/proposal provided.
- Please allow ample time for filing of notifications and variances with regulatory agencies.
- Please be advised that ACA will need to restrict 25 feet around all containments to ACA personnel only.
- Access to work areas will be restricted to ACA employees for the duration of the project.

OWNER RESPONSIBILITIES

- Owner is to provide water and electric.
- All moveable objects are to be cleared from work areas by others prior to ACA arriving on site.
- Owner to isolate HVAC system from all work areas for the duration of project.
- Owner to provide location to exhaust negative air machines to outside of building.
- Owner to provide third party air monitoring for project.
- ACA will provide regulatory compliant building occupant notice to be posted by owner.
- Owner to provide cabinets.

EXCLUSIONS

- Phasing of project.
- Overtime.
- Removal or replacement of Kitchen backsplash.

This scope of work is being supplied to facilitate your renovations, therefore, we will provide under separate cover a Capital Improvement Certificate, which must be completed and returned prior to abatement commencement. If specified named or project insurance endorsements are required, additional costs will be applicable.

Should you accept this proposal, please complete the information below, and fax to our office at (914) 965-7597. Once this signed proposal has been received by our office, we will schedule the project.

Owner:	_____	Contractor:	ACA Environmental Services, Inc.
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	Fred Lattrell
Title:	_____	Title:	Vice President
Date:	_____	Date:	_____

We appreciate the opportunity to present this proposal to you and hope that we may be of assistance in the near future. Should you have any questions, please feel free to call.

Very truly yours,



Fred Lattrell
Vice President

City of Newburgh
West End Firehouse – 492 Broadway, Newburgh, NY 12550

Issued for Bid
Asbestos Abatement - RFQ

***** **BID FORM** *****

DATE: December 14, 2018

FROM: CONTRACTOR ACA Environmental Services, Inc.

ADDRESS 791 Nepperhan Avenue

Yonkers, New York 10703

PHONE / FAX (914) 965-5829

Quotes will be received by the City of Newburgh located at 83 Broadway, Newburgh, NY 12550.
Quotes shall be delivered via e-mail to Mr. Jason C. Morris, City Engineer at
jmorris@cityofnewburgh-ny.gov and Mr. Rudy Lipinski, QuES&T Director of Field Operations at
rlipinski@qualityenv.com

A hard copy of the Quote shall be mailed to the City of Newburgh and identified as follows:

City of Newburgh
83 Broadway
Newburgh, NY 12550
Attn: Jason C. Morris, City Engineer

**“Request for Quote
Asbestos Abatement & Restoration @ West End Firehouse
492 Broadway, Newburgh, NY 12550”**

LUMP SUM BID SHEET

Subject to the acceptance of the City of Newburgh, (*Vendor Name*)
ACA Environmental Services, Inc., agrees
to perform the work described in the attached plans, specifications and/or form of agreement at the
following Lump Sum Pricing.

Lump sum pricing provided below shall include all costs associated with this project, including but
not limited to insurance, performance bond, mobilization, materials, notification fees,
transportation and disposal cost to complete the items in compliance with ICR 56, 29 CFR
1926.1101, 40 CFR 61 Subpart M and the approved NYSDOL ESU site-specific variance.
Removal of ACM plaster and sheetrock with ACM joint compound shall include all materials
down to the building substrate or wall studs, all associated debris and restoration of wall surfaces.
All as approved by the Owner. Lump sum cost shall be based on performance of the work Monday
through Friday between the hours of 7:00 AM to 5:00 PM with weekends as approved by the city
of Newburgh.

Pricing: This is a prevailing wage job. Pricing shall be a Lump Sum Price to include, but not be
limited to, all labor, materials, travel, disposal, notification fees and performance bond. The City of
Newburgh reserves the right to reject or accept any or all proposals.

Base Bid Price - Lump Sum Bid

Scope: Abatement Contractor to perform

- Spot cleanup, removal, disposal and subsequent restoration of friable asbestos-
containing plaster (2 locations) and sheetrock with friable asbestos-containing joint
compound (1 location) within the West End Firehouse, located at 492 Broadway,
Newburgh, NY 12550.

Est. Duration 5 # of Weekday Shifts

LUMP SUM BID AMOUNT: \$ 23,985.00

LUMP SUM BID AMOUNT: Twenty-three thousand, nine hundred and eighty five dollars.
IN WORDS

VENDOR NAME ACA Environmental Services, Inc.

SIGNATURE OF PRINCIPAL  DATE 12/14/2018

PRINT/TYPE NAME & TITLE Fred Lattrell, Vice President

City of Newburgh
West End Firehouse – 492 Broadway, Newburgh, NY 12550

Issued for Bid
Asbestos Abatement - RFQ

LUMP SUM BID SHEET

Subject to the acceptance of the City of Newburgh, (*Vendor Name*)
ACA Environmental Services, Inc., agrees
to perform the work described in the attached plans, specifications and/or form of agreement at the
following Lump Sum Pricing.

Lump sum pricing provided below shall include all costs associated with this project, including but
not limited to insurance, performance bond, mobilization, materials, notification fees,
transportation and disposal cost to complete the items in compliance with ICR 56, 29 CFR
1926.1101, 40 CFR 61 Subpart M and the approved NYSDOL ESU site-specific variance.
Removal of all kitchen cabinetry/sink/soffit and ceramic wall tile system from the west perimeter
ACM plaster wall. Following removal, contractor to patch plaster wall and install new cabinetry
and sink. All as approved by the Owner. Lump sum cost shall be based on performance of the
work Monday through Friday between the hours of 7:00 AM to 5:00 PM with weekends as
approved by the City of Newburgh.

Pricing: This is a prevailing wage job. Pricing shall be a Lump Sum Price to include, but not be
limited to, all labor, materials, travel, disposal, notification fees and performance bond. The City of
Newburgh reserves the right to reject or accept any or all proposals.

Add Alternate Price - Lump Sum Bid

Scope: Abatement Contractor to perform

- **Removal of all cabinetry/sink/soffit and ceramic wall tile system from the west Perimeter
ACM plaster wall within the 1st floor kitchen, with subsequent restoration of the west
perimeter plaster wall and installation of new cabinetry and sink within the West End
Firehouse, located at 492 Broadway, Newburgh, NY 12550.**

Est. Duration (3) # of Weekday Shifts

LUMP SUM BID AMOUNT: \$ 6,800.00

LUMP SUM BID AMOUNT: Six thousand, eight hundred dollars.

IN WORDS

VENDOR NAME ACA Environmental Services, Inc.

SIGNATURE OF PRINCIPAL  DATE 12/14/2018

PRINT/TYPE NAME & TITLE Fred Lattrell, Vice President

City of Newburgh
West End Firehouse – 492 Broadway, Newburgh, NY 12550

Issued for Bid
Asbestos Abatement - RFQ

BID SUMMARY

PRICE	DESCRIPTION	LUMP SUM PRICE
#1	BASE BID PRICE	\$23,985.00
#2	ADD ALTERNATE PRICE	\$ 6,800.00

Asbestos Unit Pricing for Additional or Deleted Work: Shall include all labor, materials, services, waste disposal and equipment necessary for the completion of any Additional Work requested to be performed on this project. This Unit Pricing shall be utilized to adjust (e.g. increase or decrease) the Contractor's Lump Sum Bid for Additions and Deletions to the Work Scope.

Sheetrock w/ACM Joint Compound – Per Square Foot: \$50.00 per square foot

ACM Plaster – Per Square Foot: \$95.00 per square foot

END OF BID FORM

The successful Bidder will be required to furnish construction performance and payment bonds in the full amount of the contract price. The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804).

OWNER reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or Conditional Bids.

OWNER:	Engineer:	CONSULTANT:	Contact:
City of Newburgh	Jason C. Morris	QuES&T	Rudy Lipinski
83 Broadway	City Engineer	1376 Route 9	Director of Field Operations
Newburgh, NY 12550	(845) 569-7448	Wappingers Falls, NY 12590	(845) 298-6251

BY ORDER OF THE CITY OF NEWBURGH

By: _____ Dated: 12/14/2018

City Comptroller

"An equal opportunity affirmative action employer"

**Asbestos Employee Medical Examination Statement
Certificate of Worker Release
Asbestos Employee Training Statement**

CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT

PROJECT NAME: West End Firehouse – 492 Broadway, Newburgh, NY 12550

CONTRACTOR'S NAME: ACA Environmental Services, Inc.

WORKING WITH ASBESTOS INVOLVES POTENTIAL EXPOSURE TO AIRBORNE ASBESTOS FIBERS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER AND RESPIRATORY DISEASES. SMOKING CIGARETTES AND INHALATION OF ASBESTOS FIBERS INCREASES THE RISK THAT YOU WILL DEVELOP LUNG CANCER ABOVE THAT OF THE NON-SMOKING PUBLIC.

The Abatement Contract for this project requires your employer to 1) supply proper respiratory protection devices and training on their use 2) provide training on safe work practices and on use of the equipment used on the project 3) provide a medical examination meeting the requirements of 29 CFR 1926.1101. Your signature on this certificate, documents that your employer has fulfilled these contractual obligations and you understand the information presented to you.

DO NOT SIGN THIS FORM UNLESS YOU FULLY UNDERSTAND THIS INFORMATION

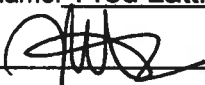
RESPIRATORY PROTECTION: I have been trained in the proper use and limitations of the type of respiratory protection devices to be used on this project. I have reviewed the written respiratory protection program manual and a copy is available for my use. Respiratory protection equipment has been provided, by the Abatement Contractor, at no cost to me.

TRAINING COURSE: I have been trained in the risks and dangers associated with handling asbestos, breathing asbestos dust, proper work procedures, personal protection and engineering controls. I have satisfactorily completed and Asbestos Safety Training Program for New York State and have been issued a New York State Department of Health Certificate of Asbestos Safety Training.

MEDICAL EXAMINATION: I have satisfactorily completed a medical examination within the last 12 months that meets the OSHA requirement for an asbestos worker and included at least 1) medical history 2) pulmonary function 3) medical examination 4) approval to wear respiratory protection devices and may have included an evaluation of a chest x-ray.

Signature:  Date 12/14/2018

Printed Name: Fred Lattrell SS#: xxx-xx-2418

Witness:  Date: 12/14/2018

City of Newburgh
West End Firehouse – 492 Broadway, Newburgh, NY 12550

Issued for Bid
Asbestos Abatement - RFQ

City of Newburgh
West End Firehouse
492 Broadway
Newburgh, NY 12550

ESTIMATE OF ACM REMOVAL QUANTITIES
RESPONSIBILITY OF CONTRACTOR

EACH CONTRACTOR SHALL READ AND ACKNOWLEDGE THE FOLLOWING NOTICE.
A SIGNED AND DATED COPY OF THIS ACKNOWLEDGMENT SHALL BE SUBMITTED
WITH THE CONTRACTOR'S BID FOR THIS PROJECT. FAILURE TO DO SO MAY, AT THE
SOLE DISCRETION OF THE OWNER, RESULT IN THE BID BEING CONSIDERED
NON-RESPONSIVE AND RESULT IN DISQUALIFICATION OF THE CONTRACTOR'S BID
ON THIS PROJECT.

NOTICE

The linear and square footage listed is only approximate, and the Contractor is required to visit the building in order to take actual field measurements in each listed location. The Contractor shall base their bid on actual quantities determined, by them, at the site walk through. Estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project.

Acknowledgment: I have read and understood the above **NOTICE** regarding asbestos removal quantity estimates and understand that estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project. The Contractor's signatory represents to the Owner that he/she has the authority of the entity he/she represents to sign this agreement on its behalf.

Company Name: ACA Environmental Services, Inc.

Type or Print

BY:



Vice President

12/14/2018

Signature

Title

Date

Print Name: Fred Lattrell

.....

RETURN THIS EXECUTED FORM WITH COMPLETED BID SHEET

RESOLUTION NO.: _____ - 2019

OF

JANUARY 14, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE CHANGE ORDER NO. 4G WITH METRA INDUSTRIES TO DECREASE THE CONTRACT AMOUNT BY \$136,643.00 AND DECREASING THE TOTAL CONTRACT AMOUNT FROM \$3,367,555.18 TO \$3,230,912.18 IN THE CONSTRUCTION OF THE LIBERTY AND GRAND STREETS SANITARY SEWER IMPROVEMENTS PROJECT

WHEREAS, the City of Newburgh proposes to separate the combined sewer system and install new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets by removing existing combined sewer and installing new sanitary sewer and new stormsewers, along with new catchbasin structures and sanitary sewer manholes, in previously disturbed surfaces; and

WHEREAS, by Resolution No. 277-2017 of October 10, 2017, the City Council of the City of Newburgh awarded the base bid for construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project (the "Project") to Metra Industries for the amount of \$3,248,115.00; and

WHEREAS, by Resolution No. 15-2018 of January 22, 2018, the City Council amended Resolution No. 277-2017 to award Additive Bid No. 1A - Water Services Replacement in the amount not to exceed \$50,000.00 for the replacement of lead and water copper services associated with the Project to Metra Industries for a total contract price of \$3,298,115.00; and

WHEREAS, by Resolution No. 194-2018 of August 13, 2018, the City Council authorized the City Manager to execute Change Order No. 1G to increase the contract term by 36 days until October 2, 2018 and Change Order No. 2G increasing the total contract price by \$71,354.58 to a total contract price of \$3,369,469.58; and

WHEREAS, by Resolution No. 348-2018 of November 26, 2018, the City Council authorized the City Manager to execute Change Order 3G in the amount of \$1,914.40 as a credit to the contractor decreasing the total contract price from \$3,369,469.58 to \$3,367,555.18; and

WHEREAS, further adjustments to the contract require Change Order No. 4G in the amount of \$136,643.00 as a credit to Metra Industries decreasing the current total cost of the contract from \$3,367,555.18 to \$3,230,912.18; and

WHEREAS, funding for the change order in the Project shall be derived from EFC Loan C3-7332-75/76; GL Code: HG1.8120.0200.8202.2015;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he hereby is authorized to execute Change Order No. 4G in the amount of \$136,643.00 as a credit to the contractor decreasing the total contract price from \$3,367,555.18 to \$3,230,912.18 in connection with the Metra Industries construction contract for the Liberty and Grand Streets Sanitary Sewer Improvements Project.

METRA INDUSTRIES

50 Muller Place
Little Falls, New Jersey 07424
(973) 812-0333
FAX (973) 812-0330

December 28, 2018

Barton & Loguidice, D.P.C.
637 Broadway Suite 2B
Newburgh, NY 12550

Re. Liberty & Grand Streets Sewer Improvements Contract 1- General Construction

Attention: Jonathan Amos

Dear Jon,

Enclosed for further processing and payment are FOUR (4) original, executed sets of Change Order #4G. Please be sure that payment for this is included on our current pay application estimate #14 as agreed.

*This change order has been signed and is being sent with the understanding that a project Time Extension related to this change order is to be left open and addressed separately at a future date.

Please feel free to contact us with any questions you may have.

Very truly yours

Stephan P. Dioslaki

Encl.

C Jonathan M. Amos, Barton & Loguidice
Jason Morris, P.E. City of Newburgh

/spd.

Barton & Loguidice 29 transmitting Change Order 4G FINAL

Change Order

No. **4G**

Date of Issuance: 12/27/2018

Effective Date: 12/27/2018

Project: Liberty and Grand Streets Sewer Improvements	Owner: City of Newburgh	Owner's Contract No.: 1G
Contract: General Construction	Date of Contract: October 23, 2017	
Contractor: Metra Industries, 50 Muller Pl. Little Falls Passaic New Jersey	Engineer's Project No.: 1352.005.002	

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

Description: Quantity adjustments, costs associated with design changes, and materials not used.

Attachments (list documents supporting change):

Quantity spreadsheet of bit item adjustments and MH's not Installed. Change order 4G spreadsheet.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES: *

Original Contract Price:

\$3,298,115.00

Increase from previously approved Change
Orders:

\$69,440.18

Contract Price prior to this Change Order:

\$3,367,555.18

Decrease of this Change Order:

\$136,643.00

Contract Price incorporating this Change
Order:

\$3,230,912.18

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 8/27/2018

Ready for final payment (days or date): 10/26/2018

Increase from previously approved Change Orders*

Substantial completion (days): 36

Ready for final payment (days): 36

Contract Times prior to this Change Order:

Substantial completion (days or date): 10/2/18

Ready for final payment (days or date): 12/1/18

Increase of this Change Order:*

Substantial completion (days or date): *

Ready for final payment (days or date): *

Contract Times with all approved Change Orders:

Substantial completion (days or date): 10/2/18

Ready for final payment (days or date): 12/1/18

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: 12/28/2018

Date: _____

Liberty and Grand Streets Sewer Improvements Project
Contract 1 - General Construction

Change Order No. 4G

Item No.	Description	Reason for Change	Quantity	Unit	\$/Unit	Total Cost	Adjusted Time (Days)
15a	30" MH Frame & Cover	Credit for 24" frame & covers	21.00	EA	\$50.00	-\$1,050.00	0
QTY	MH's not being installed	see attached sheet	1.00	LS	\$9,436.00	\$9,436.00	0
QTY	Unit adjustment	See attached sheet	1.00	LS	-\$711,390.00	-\$711,390.00	0
CO 3	Reset granite curb	Additional work due to pipe realignment	700.00	LF	\$65.37	\$45,759.00	0
EW 47	Remove existing asphalt and gravel	Separate/remove asphalt and gravel to facilitate paving	1.00	LS	\$82,500.00	\$82,500.00	0
QTY	Bid Item Overages	See attached sheet	1.00	LS	\$438,102.00	\$438,102.00	0
Total This Change Order:						-\$136,643.00	

Original Contract Amount
Change Order No. 2G
Change Order No. 3G
Change Order No. 4G
Revised Contract Amount

\$3,298,115.00
\$71,354.58
-\$1,914.40
-\$136,643.00
\$3,230,912.18

0
0
0
0
0

CITY OF NEWBURGH - CONTRACT 1: GENERAL CONSTRUCTION BID#4.17
1352.005.002 - LIBERTY & GRAND STREETS SEWER IMPROVEMENTS PROJECT
METRA INDUSTRIES

Quantities not used									
Item	Description	Estimated Quantity	Unit	Estimate Contract		Final Complete Construction		Quantity Adjustment	
				Unit Price	Amount	Quantity	Amount	Quantity	Amount
4	6" Non Pressure PVC Sewer and Special	1900	Lf	\$100.00	\$ 190,000.00	1689.5	\$ 168,950.00	-210.50	-\$21,050.00
5	8" Non Pressure PVC Sewer and Special	1000	Lf	\$104.00	\$ 104,000.00	930	\$ 96,720.00	-70.00	-\$7,280.00
6	12" Non Pressure PVC Sewer and Special	345	Lf	\$114.00	\$ 39,330.00	32	\$ 3,648.00	-313.00	-\$35,682.00
8	Drop Manholes 5' ID	33	VF	\$1,800.00	\$ 59,400.00	24	\$ 43,200.00	-9.00	-\$16,200.00
9	Drop Manholes 6' ID	67	VF	\$900.00	\$ 60,300.00	17	\$ 15,300.00	-50.00	-\$45,000.00
15	30" frame & cover	29	EA	\$445.00	\$ 12,905.00	21	\$ 9,345.00	-8.00	-\$3,560.00
18	8" HDPE	850	LF	\$255.00	\$ 216,750.00	269	\$ 68,595.00	-581.00	-\$148,155.00
20	15" HDPE	930	LF	\$255.00	\$ 237,150.00	786	\$ 200,430.00	-144.00	-\$36,720.00
21	18" HDPE Non-Pressure Storm Sewer	125	Lf	\$255.00	\$ 31,875.00	124	\$ 31,620.00	-1.00	-\$255.00
23	30" HDPE Non-Pressure Storm Sewer	55	Lf	\$315.00	\$ 17,325.00	27	\$ 8,505.00	-28.00	-\$8,820.00
28	Concrete Subbase Removal	2000	Lf	\$4.00	\$ 8,000.00	1828	\$ 7,312.00	-172.00	-\$688.00
29	Subbase	3720	Cy	\$20.00	\$ 74,400.00	2500	\$ 50,000.00	-1220.00	-\$24,400.00
31	asphalt top course	760	TON	\$150.00	\$ 114,000.00	0	\$ -	-760.00	-\$114,000.00
32	asphalt truing	180	TON	\$1.00	\$ 180.00	0	\$ -	-180.00	-\$180.00
36	cold milling concrete	3250	SY	\$18.00	\$ 58,500.00	0	\$ -	-3250.00	-\$58,500.00
38	remove and reset sidewalk	2100	LF	\$1.00	\$ 2,100.00	1000	\$ 1,000.00	-1100.00	-\$1,100.00
41	Water Service Relocation	20	Ea	\$250.00	\$ 5,000.00	0	\$ -	-20.00	-\$5,000.00
43	Asbestos Removal Allowance	1	Ls	\$15,000.00	\$ 15,000.00	0	\$ -	-1.00	-\$15,000.00
45	new bluestone sidewalk	500	SF	\$20.00	\$ 10,000.00	0	\$ -	-500.00	-\$10,000.00
46	Sewer Rehabilitation	1030	Lf	\$150.00	\$ 154,500.00	0	\$ -	-1030.00	-\$154,500.00
2A	3/4" Type Copper Tubing	600	LF	\$50.00	\$ 30,000.00	494	\$ 24,700.00	-106.00	-\$5,300.00
Total Quantity Cost				\$1,440,715.00		\$ 729,325.00		Total	-\$711,390.00

Manholes not used in the project					
		Diameter	VF	\$/VF	
3A	Base	4' dia	2.50	\$ 150	\$ 375
	Riser	6' dia	3.00	\$ 400	\$ 1,200
274A	Base	4' dia	2.50	\$ 150	\$ 375
266A	Base	4' dia	3.00	\$ 150	\$ 450
351A	Base	6' dia	4.00	\$ 400	\$ 1,600
	Flat top	6' dia	0.67	\$ 400	\$ 268
7A	Base	6' dia	4.00	\$ 400	\$ 1,600
107A	Base	6' dia	3.00	\$ 400	\$ 1,200
	Riser	6' dia	4.50	\$ 400	\$ 1,800
6A	Flat top	6' dia	0.67	\$ 400	\$ 268
9A	Base	4' dia	2.00	\$ 150	\$ 300
Total cost				9,436.00	

I CERTIFY THAT THIS TABULATION IS A TRUE AND CORRECT COPY OF THE ESTIMATED AND FINAL AS-BUILT CONTRACT QUANTITIES

BY: Jonathan Amos
Construction Manager

DATE: 12/28/2018

CITY OF NEWBURGH - CONTRACT 1: GENERAL CONSTRUCTION BID#4.17
1352.005.002 - LIBERTY & GRAND STREETS SEWER IMPROVEMENTS PROJECT
METRA INDUSTRIES

Quantities Over Bid									
Item	Description	Estimated Quantity	Unit	Estimate Contract		Final Complete Construction		Quantity Adjustment	
				Unit Price	Amount	Quantity	Amount	Quantity	Amount
7	18" Non Pressure PVC Sewer and Special	1250	LF	\$139.00	\$ 173,750.00	1309	\$ 181,951.00	59.00	\$ 8,201.00
10	4-foot	156	VF	\$600.00	\$ 93,600.00	168.56	\$ 101,136.00	12.56	\$ 7,536.00
11	5- foot MH	27	VF	\$400.00	\$ 10,800.00	39	\$ 15,600.00	12.00	\$ 4,800.00
12	6-foot MH	11	VF	\$3,000.00	\$ 33,000.00	19	\$ 57,000.00	8.00	\$ 24,000.00
14	6-foot MH	1	EA	\$15,000.00	\$ 15,000.00	2	\$ 30,000.00	1.00	\$ 15,000.00
17	6"HDPE	1050	LF	\$255.00	\$ 267,750.00	1405	\$ 358,275.00	355.00	\$ 90,525.00
19	12" HDPE	1120	LF	\$230.00	\$ 257,600.00	1122	\$ 258,060.00	2.00	\$ 460.00
22	24" HDPE	735	LF	\$305.00	\$ 224,175.00	1649	\$ 502,945.00	914.00	\$ 278,770.00
24	Type A CB	62	VF	\$125.00	\$ 7,750.00	90.68	\$ 11,335.00	28.68	\$ 3,585.00
25	Drain Frame,grate	17	EA	\$250.00	\$ 4,250.00	20	\$ 5,000.00	3.00	\$ 750.00
30	asphalt binder	1200	TON	\$190.00	\$ 228,000.00	1202.5	\$ 228,475.00	2.50	\$ 475.00
1A	Lead water service	20	EA	\$1,000.00	\$ 20,000.00	24	\$ 24,000.00	4.00	\$ 4,000.00
Total Quantity Cost					\$1,335,675.00		\$ 1,773,777.00	Total	\$ 438,102.00

I CERTIFY THAT THIS TABULATION IS A TRUE AND CORRECT COPY OF THE ESTIMATED AND FINAL AS-BUILT CONTRACT QUANTITIES

BY: _____
Jonathan Amos
Construction Manager

DATE: 12/28/2018

RESOLUTION NO.: _____ - 2019

OF

JANUARY 14, 2019

**RESOLUTION AMENDING RESOLUTION NO: 333-2017,
THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO ADJUST FOR INSURANCE RECOVERY FUNDS ALLOCATED TO
INSURANCE RECOVERIES TO BE APPLIED TO DPW-POLICE DEPARTMENT
MOTOR VEHICLE REPAIRS**

WHEREAS, the DPW-Police Department received an insurance recovery in the amount of \$4,887.96 for damage to a Department vehicle which funds were allocated to Insurance Recoveries; and

WHEREAS, the Police Department vehicles are being repaired; and

WHEREAS, it is necessary to adjust the 2018 Budget to reflect the allocation of the funds allocated to Insurance Recoveries to DPW-Police Department Repairs of Motor Vehicles; 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.: 333-2017, the 2018 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Increase</u>
Revenue	
A.0000.2680 Insurance Recoveries	\$4,887.96
Expense	
A.5133.0442 Repairs/Motor Vehicles	\$4,887.96

File Edit Query Record Field Setup Window Help



ENTRY MODE

Year: 2018 Period: 12 Trans Date: 12/13/2018 Status: Posted
Roll Type: GR GENERAL RECEIPTS Batch No: JT #
Entered By: JTAYLOR 12/13/2018 Trans No: 202532 Source:
Description: STATEFARM INSURANCE CLAIM PAYMENT FOR REPAIRS TO POLICE VEHICLES
Attachments (1) Template Reverse

Receipt Type	Description	Amount	GL
A2680	INSURANCE RECOVERIES	4,887.96	*

Payor Name: STATFARM Subtotal: 4,887.96 Payment Breakdown
Customer: Address Tax: 0.00 Pay Type: CHECK
Reference: INSURANCE CLAIM Total: 4,887.96 Check/Ref No: VARIOUS
Receipt Printer: HP4200-AP Amt Paid: 4,887.96 Receipt No: 194995
Change: 0.00 — Select —

Enter value for Trans Date

Record: 43/7 <OSC> <DBG>

The City of Newburgh

Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Jeremy Kaufman
Assistant Corporation Counsel

MEMORANDUM

VIA HAND DELIVERY

*put into 2180
insurance line*

TO: Charles Duffy, CPA, Financial Consultant

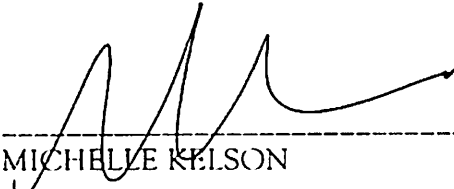
FROM: Michelle Kelson, Corporation Counsel

RE: City of Newburgh adv. Thalia J. Bustos-Aguirre
D/A: 2/04/18
Our File No.:7486 - Police Car Plate 133 and Car 109

DATE: December 7, 2018

Accordingly, attached for deposit are two (2) State Farm Checks, Number 1 28 253146 J in the amount of \$2,240.95 for damage to police car plate no. 133, and Number 1 28 253150 J in the amount of \$2,647.01 for damage to police car plate no. 109 which were remitted to our office pursuant Resolution No. 315-2018 of October 22, 2018, copy attached.

Please contact Sgt. Lahar regarding the funds as they may need to be remitted to the repair shop.



MICHELLE KELSON

MK/ar
Attachments

RESOLUTION NO.: 315 - 2018

OF

OCTOBER 22, 2018

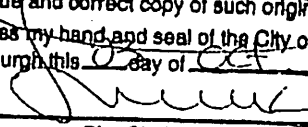
RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
THE TOTAL AMOUNT OF \$4,887.96 TO SETTLE A CLAIM
WITH STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

WHEREAS, the City of Newburgh has made a claim for property damage against State Farm Mutual Automobile Insurance Company for damage to police vehicle plate nos. 109 and 133; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Two Thousand Two Hundred Forty and 95/100 Dollars (\$2,240.95) for police vehicle plate no. 133 and Two Thousand Six Hundred Forty-Seven and 01/100 Dollars (\$2,647.01) for police vehicle plate no. 109 to release and resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter on the terms agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Corporation Counsel is hereby authorized to settle the claim for property damage to police vehicle plate no. 133 in the total amount of Two Thousand Two Hundred Forty and 95/100 Dollars (\$2,240.95) and to settle the claim for property damage to police vehicle plate no. 109 in the total amount of Two Thousand Six Hundred Forty-Seven and 01/100 Dollars (\$2,647.01) and that City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

I, Lorone 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 Oct 22, 2018
and that it is a true and correct copy of such original.
Witness my hand and seal of the City of
Newburgh this 22 day of Oct 2018


City Clerk

November 21, 2018

City Of Newburgh
Attn: Michelle Kelson
83 Broadway
Newburgh NY 12550-5617

State Farm Claims
PO Box 106171
Atlanta GA 30348-6171

RE: Claim Number: 52-2865-V21
Date of Loss: February 4, 2018
Our Insured: Thalia J Bustos-Aguirre

To Whom It May Concern:

Enclosed is our payment in the amount of \$2240.95 for Plate #109 2014 Ford Taurus
VIN#FAHP2MK4EG107451 AND \$2647.01 for Plate #133 2015 Ford Explorer
VIN#1FM5K8AR6FGC68039 .

You can enjoy the benefits of online registration. Benefits include 24/7 access to your claim progress and staying connected to State Farm®. Just go to statefarm.com® and select Manage Your Claim to get registered. All you need to complete the process is some initial information, which may include your claim number, email address, and/or your State Farm policy or account number. It only takes a few minutes. If you are already registered, thank you!

Thank you for your cooperation in the handling of your claim. Please contact us if you have any questions.

Sincerely,

Thomas Leslie
Claim Specialist
(844) 292-8615 Ext. 315

State Farm Mutual Automobile Insurance Company

Enclosure: Payment

PAYMENT NO 1 28 253146 J
PAYMENT AMOUNT \$2,240.95
ISSUE DATE 11-21-2018
AUTHORIZED BY ZENDRAN, KIM
PHONE (844) 292-8615

CLAIM NO 52-2865-V21
LOSS DATE 02-04-2018
POLICY NO 2319-252-52
INSURED BUSTOS-AGUIRRE, THALIA J

CITY OF NEWBURGH DPW
83 BROADWAY
NEWBURGH NY 12550-5617

REMARKS Plate ## 109 2014 Ford Taurus

COVERAGE DESCRIPTION
PROPERTY DAMAGE LIABILITY

ON BEHALF OF
CITY OF NEWBURGH DPW

AMOUNT
2,240.95

RETAIN STUB FOR RECORDS



STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

AUTO INJURY

JPMORGAN CHASE BANK, NA 56-1544/441
COLUMBUS, OH

INJ B2 OFFICE BS PAGECNTQ.P06

CLAIM NO 52-2865-V21
LOSS DATE 02-04-2018

INSURED BUSTOS-AGUIRRE, THALIA J

1 28 253146 J

DATE 11-21-2018
MM DD YYYY

*****EXACTLY TWO THOUSAND TWO HUNDRED FORTY AND 95/100 DOLLARS

\$*****2,240.95

Pay to the
Order of: CITY OF NEWBURGH DPW

Michael J. Flynn
AUTHORIZED SIGNATURE
Jon C. Farney
AUTHORIZED SIGNATURE

SECURED DOCUMENT WATERMARK APPEARS ON BACK. HOLD AT 45° ANGLE FOR VIEWING

11 28 17 253 146 11 04 4 1 15 4 4 3 1

7 7 7 1 4 5 2 4 4 11

VOID IF GREEN COLORED BACKGROUND IS MISSING

PAYMENT NO 1 28 253150 J
PAYMENT AMOUNT \$2,647.01
ISSUE DATE 11-21-2018
AUTHORIZED BY ZENDRAN, KIM
PHONE (844) 292-8615

CLAIM NO 52-2865-V21
LOSS DATE 02-04-2018
POLICY NO 2319-252-52
INSURED BUSTOS-AGUIRRE, THALIA J

CITY OF NEWBURGH DPW
83 BROADWAY
NEWBURGH NY 12550-5617

REMARKS Plate #133 2015 Ford Explorer

COVERAGE DESCRIPTION
PROPERTY DAMAGE LIABILITY

ON BEHALF OF
CITY OF NEWBURGH DPW

AMOUNT
2,647.01

RETAIN STUB FOR RECORDS



STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

AUTO INJURY

JPMORGAN CHASE BANK, NA 56-1544/441
COLUMBUS, OH

INJ B2 OFFICE BS PAGECNTQ.P06

CLAIM NO 52-2865-V21
LOSS DATE 02-04-2018

INSURED BUSTOS-AGUIRRE, THALIA J

1 28 253150 J

DATE 11-21-2018
MM DD YYYY

*****EXACTLY TWO THOUSAND SIX HUNDRED FORTY-SEVEN AND 01/100 DOLLARS

\$*****2,647.01

Pay to the
Order of: CITY OF NEWBURGH DPW

Michael F. Lippert
AUTHORIZED SIGNATURE
Jan C. Farney
AUTHORIZED SIGNATURE

SECURED DOCUMENT WATERMARK APPEARS ON BACK. HOLD AT 45° ANGLE FOR VIEWING

1 28 1 7 2 5 3 1 5 0 1 1 0 4 4 1 1 5 4 4 3 1

7 7 7 1 4 5 2 4 4 1 1

New Windsor Collision Center, Inc.
600 Broadway
Newburgh, NY 12550
Phone: (845) 561-5331 | Fax: (845) 561-2156
License # 236-0757

*** PRELIMINARY ESTIMATE ***

02/09/2018 10:46 AM

Owner

Owner: CITY OF NEWBURGH
City State Zip: Newburgh, NY 12550

FAX:

Inspection

Inspection Date: 02/09/2018 10:51 AM

Inspection Type:

Appraiser Name: Richard Gayton
Address: 600 Boardway
City State Zip: Newburgh, NY 12550-5157
Email: r167@aol.com

Appraiser License # :
Work/Day: (845)561-5331
FAX:

Repairer

Repairer: NEW WINDSOR COLLISION
CENTER
Address: 600 BROADWAY
City State Zip: NEWBURGH, NY 12550
License # :

Contact: ANDREW GAYTON E
Work/Day: (845)561-5331
FAX: (845)561-2156
Regulation ID: 2360757

Target Complete Date/Time:

Days To Repair: 10

Vehicle

OEM Part Price Quote ID: ****

2014 Ford Taurus Police Intercptr 4 DR Sedan
6cyl Gasoline 3.7
6-Speed Automatic

Lic Expire:
Veh Insp# :
Condition:
Ext. Color: OXFORD WHITE
Ext. Refinish: Two-Stage
Ext. Paint Code: YZ

VIN: 1FAHP2MK4EG107451
Mileage Type: Actual
Code: P3133G
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

1st Row LCD Monitor(s)
AM/FM CD Player
Anti-Lock Brakes
Bucket Seats
Cruise Control
Floor Mats
Head Airbags
Lighted Entry System
Overhead Console

2nd Row Head Airbags
Active Grille Shutter
Auto Headlamp Control
Center Console
Dual Airbags
Fog Lights
Illuminated Visor Mirror
MP3 Decoder
Power Brakes

4-Wheel Drive
Air Conditioning
Automatic Dimming Mirror
Chrome Grille
Electric Steering
Halogen Headlights
Intermittent Wipers
Mud/Splash Guards
Power Door Locks

Power Drivers Seat	Power Mirrors	Power Windows
Rear Window Defroster	Rem Trunk-L/Gate Release	Side Airbags
Split Folding Rear Seat	Stability Cntrl Suspensn	Steel Wheels
Strg Wheel Radio Control	Tachometer	Theft Deterrent System
Tilt & Telescopic Steer	Tinted Glass	Tire Pressure Monitor
Traction Control System	Trip Computer	Velour/Cloth Seats
Wood Interior Trim		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Quarter And Rocker Panel									
1	RI	417		Mldg,Quarter Belt LT	R & I Assembly			0.2	SM
Deck Lid And Back Glass									
2	UC	479		Lid,Rear Deck	Replace Reconditioned	\$450.00*	+35.00	2.1	SM
				>> USED MAY NOT BE AVAIL AT TIME OF REPAIR					
3	L	479	13	Lid,Rear Deck	Refinish			5.1	RF
				2.7 Surface					
				1.1 Edge					
				0.6 Two-stage setup					
				0.7 Two-stage					
4	RI	324		Mldg,Deck Lid	R & I Assembly			INC	SM
5	E	558		N/Plate,Deck Lid	XW7Z5442528AC	\$14.83		0.2	SM
Rear Bumper									
6	EC	566		Cover,Rear Bumper Up	Replace Economy	\$431.00*		0.9	SM
7	L	566		Cover,Rear Bumper Up	Refinish			3.1	RF
				2.6 Surface					
				0.5 Two-stage					
8	EC	567		Cover,Rr Bumper Lower	Replace Economy	\$184.00*		INC	SM
9	E	1147		Ret,Rear Bumper Cover	3M8Z16K262C	\$37.04			SM
				Quantity of 4 @ \$9.26 each					
10	E	1150		Ret,Rear Bumper Cover	3M8Z16K262A	\$37.04			SM
				Quantity of 4 @ \$9.26 each					
11	E	1153		Ret,Rear Bumper Cover	W709343SS31T	\$8.34			SM
				Quantity of 6 @ \$1.39 each					
12	EU	565		Reinf,Rear Bumper	Replace Recycled	\$151.00*		1.5	SM
13	L	565		Reinf,Rear Bumper	Refinish			1.0	RF
				0.8 Surface					
				0.2 Two-stage					
14	E	596		Absorber,Rear Bumper	DG1Z17787A	\$188.05		INC	SM
15	E	456		Brkt,Rear Bumper Mtg LT	AG1Z17D995B	\$24.87		0.4	SM
16	E	1034		Harness,Rear Bumper	EG1Z15K868AA	\$25.60			SM
Rear Body, Lamps And Floor Pan									
17	RI	1079		Cover,Floor	R & I Assembly				SM
18	I	509		Panel,Rear Body	Repair			9.0*	SM
19	L	509		Panel,Rear Body	Refinish			1.3	RF
				1.1 Surface					
				0.2 Two-stage					
20	RI	471		Panel,Rear Body Sill	R & I Assembly			0.2	SM
21	E	533	01	Lens,Taillamp Outer LT	DG1Z13405CC	\$198.07		INC	SM
22	E	550	01	Lens,Taillamp Inner LT	DG1Z13405M	\$198.07		INC	SM
Manual Entries									
23	SB			HAZARD. WSTE. REM.	Sublet Repair	\$5.00*			SM
24	N			SET-UP & MEASURE	Additional Labor			3.0*	FR

25 EC	COVER CAR EXTERIOR	Replace Economy	\$17.00*		
26 EC	FLEX ADDITIVE	Replace Economy	\$24.00*		RF
27 EC	SEAMSEALER	Replace Economy	\$32.00*		RF
28 E	MASK FOR PRIME	Replace OEM	\$5.00*	1.2*	SM
29 I	PULL REAR BODY	Repair		3.0*	SM*
29	Items				

MC Message

01 CALL DEALER FOR EXACT PART # / PRICE
13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		\$736.91	
Other Parts		\$1,289.00	
Paint & Materials	10.5 Hours @ \$32.00	\$336.00	
Line Item Markup		\$157.50	
Parts & Material Total			\$2,519.41
Tax on Parts & Material	@ 8.125%		\$204.70

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$60.00	6.7	12.0	18.7	\$1,122.00
Mech/Elec (ME)	\$70.00				
Frame (FR)	\$75.00		3.0	3.0	\$225.00
Refinish (RF)	\$60.00	10.5		10.5	\$630.00
Labor Total				32.2 Hours	\$1,977.00
Tax on Labor		@ 8.125%			\$160.63
Sublet Repairs					\$5.00
Tax on Sublet		@ 8.125%			\$0.41
Gross Total					\$4,867.15
Net Total					\$4,867.15

Alternate Parts No
OEM Part Prices DT 10/10/2018 10:37 AM EstimateID 479297582602919936 QuoteID ****
SPPL Yes Zip Code: 12550 Default
Rate Name Default

Audatex Estimating 8.0.643 ES 12/12/2018 01:25 PM REL 8.0.643 DT 12/01/2017
© 2018 Audatex North America, Inc.

2.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled

RESOLUTION NO.: _____ - 201

OF

**RESOLUTION AMENDING RESOLUTION NO: 333-2017,
THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO ADJUST FOR INSURANCE RECOVERY FUNDS ALLOCATED TO
INSURANCE RECOVERIES TO BE APPLIED TO DPW-POLICE DEPARTMENT
MOTOR VEHICLE REPAIRS**

WHEREAS, the DPW-Police Department received an insurance recovery in the amount of \$4,887.96 for damage to a Department vehicle which funds were allocated to Insurance Recoveries; and

WHEREAS, the Department vehicle is being repaired; and

WHEREAS, it is necessary to adjust the 2018 Budget to reflect the allocation of the funds allocated to Insurance Recoveries to DPW-Police Department Repairs of Motor Vehicles; 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.: 333-2017, the 2018 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Increase</u>
Revenue	
A.0000.2680 Insurance Recoveries	\$4,887.96
Expenses	
A.5133.0442 Repairs/Motor Vehicles	\$4,887.96

RESOLUTION NO.: _____ - 2019

OF

JANUARY 14, 2019

RESOLUTION AMENDING RESOLUTION NO: 364-2018,
THE 2019 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO ADJUST
THE 2019 SANITATION BUDGET BY ELIMINATING THE APPROPRIATION FROM
SANITATION FUND BALANCE AND REDUCING THE SANITATION FUND
CONTRIBUTION TO THE SELF-INSURANCE FUND AND INCREASING
APPROPRIATED GENERAL FUND BALANCE AND GENERAL FUND
CONTRIBUTION TO SELF-INSURANCE FUND BY \$168,538.00

WHEREAS, an amendment to the 2019 Budget is necessary to make adjustments in the Sanitation Fund; 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.: 364-2018, the 2019 Budget of the City of Newburgh, is hereby amended as follows:

ADJUSTMENT ENTRY

		<u>Decrease</u>	<u>Increase</u>
Revenue:			
S.0000.0599.1000	Appropriated Fund Balance	\$168,538.00	
Expense:			
S.9900.0923	Contribution to Self-Insurance	<u>\$168,538.00</u>	

AMENDMENT ENTRY

Revenue:			
A.0000.0599.1000	Appropriated Fund Balance		\$168,538.00
Expense:			
A.9923.0900	Contribution to Self-Insurance		<u>\$168,538.00</u>
	TOTAL:	\$168,538.00	\$168,538.00

**City of Newburgh
Interfund Allocation
Amendment to 2019 Budget**

Fiscal Year	Self-Insurance Total Budget	General -% -General Interfund Transfer Amount	Water -% -Water Interfund Transfer Amount	Sewer -% -Sewer Interfund Transfer Amount	Sanitation - % -Sanitation Interfund Transfer Amount
2015	\$ 2,807,300.00	83% \$ 2,330,059.00	7% \$ 196,511.00	7% \$ 196,511.00	3% \$ 84,219.00
2016	\$ 2,629,000.00	83% \$ 2,142,588.00	7% \$ 184,030.00	7% \$ 184,030.00	3% \$ 78,870.00
2017	\$ 2,230,000.00	81% \$ 1,806,300.00	8% \$ 178,400.00	8% \$ 178,400.00	3% \$ 66,900.00
2018	\$ 2,328,403.00	79% \$ 1,839,438.37	8% \$ 186,272.24	8% \$ 186,272.24	5% \$ 116,420.15
2019	\$ 2,830,600.00	70% \$ 1,981,420.00	10% \$ 283,060.00	10% \$ 283,060.00	10% \$ 283,060.00
Amendment to 2019 Budget- Changing Allocation to 4%					4% \$ 114,522.00

City of Newburgh
Sanitation Fund
Fund Balance

	<u>Revenue</u>	<u>Expense</u>	<u>Fund Balance</u>	<u>Surplus/(deficit)</u>
2015	\$ 3,291,112.85	\$ 3,246,417.83	\$ 44,695.02	\$ 44,695.02
2016	\$ 3,285,717.62	\$ 3,489,530.87	\$ (203,813.25)	\$ (159,118.23)
2017	\$ 3,276,657.57	\$ 3,629,928.07	\$ (353,270.50)	\$ (512,388.73)
2018	\$ 3,239,702.00	\$ 3,239,702.00	\$ -	\$ -

RESOLUTION NO.: _____ - 2019

OF

JANUARY 14, 2019

**A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING
THE INTERIM CITY MANAGER TO EXECUTE A CONTRACT WITH
ARCADIS OF NEW YORK, INC. FOR PROFESSIONAL ENGINEERING SERVICES
TO PERFORM AN EVALUATION OF THE SAND FILTERS AND
BACKWASH WATER DISPOSAL SYSTEMS
FOR THE WATER PLANT SCADA IMPROVMENTS PROJECT
IN AN AMOUNT NOT TO EXCEED \$74,000.00**

WHEREAS, in connection with the Water Plant SCADA Improvement projects, the Water Department has received a proposal from Arcadis of New York, Inc. for the scope of professional engineering services necessary to evaluate the sand filters and backwash disposal systems and provide upgrade options at a cost not to exceed \$74,000.00, which is attached hereto and made part hereof; and

WHEREAS, the funds shall be derived from HF1.8340.0400.8301.2011; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he hereby is authorized to accept a proposal and execute a contract with Arcadis of New York, Inc. for professional engineering services to evaluate the sand filters and backwash disposal systems and provide upgrade options in connection with the Water Plant SCADA Improvements Project at a cost not to exceed \$74,000.00.

Mr. Wayne Vradenburgh
Superintendent
City of Newburgh Water Department
493 Little Britain Road
Newburgh, New York 12250

Transmitted Via Email: wvradenburgh@cityofnewburgh-ny.gov

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Tel 518 250 7300
Fax 518 250 7301
www.arcadis.com

Water

Subject:

Proposal for Engineering Services

Date:

December 20, 2018

Dear Mr. Vradenburgh:

Contact:

Rob Ostapczuk

Arcadis of New York, Inc. appreciates the opportunity to provide the City of Newburgh (City) with this letter proposal for engineering services to perform an evaluation of the six sand filters at the City's Water Filtration Plant (Plant) and backwash water disposal systems.

Phone:

518.250.7300

Project Understanding

Email:

robert.ostapczuk
@arcadis.com

The City owns and operates the Plant that is reported to supply drinking water to nearly 29,000 people through 5,700 service connections. The Plant was originally constructed in 1922. A raw water storage tank system was constructed in 2006, with an emergency backup connection to the Catskill Aqueduct at Brown's Pond. GAC treatment facilities and a 1.2 MG treated water contact tank were completed in 2018. The processes at the Plant have otherwise remained intact and much of the original equipment is still in use. The Plant is primarily a conventional surface water filtration facility with unit processes that include pre-oxidation, coagulation, flocculation, settling, sand filtration, and chemical injection, including disinfection.

Our ref:

60004881.0000

The filter media has reportedly been unchanged since the 1970's and the City has begun to notice some signs of decreased performance. Although the Plant is still capable of producing water that complies with applicable regulations, staff have noted changes such as decreased filter run time over the years. Additionally, investigations in recent years of the filter media, such as core samples, show that the media is showing signs of wear. It is noted that Filters 1

and 2 retain the original pipe underdrains, while the other four filters were replaced with block style underdrains in the 1970's which are over 40 years old.

Given the observed condition of the filter media and its known age, the City wishes to investigate the feasibility and cost to replace the filter media and associated underdrains to continue providing high quality filtered water and possibly increase total organic carbon (TOC) removal, which contributes to the production of trihalomethanes (THM) in the distribution system and competes with per- and polyfluoroalkyl substances (PFAS) for pore space in the GAC media.

As requested, Arcadis has prepared this letter proposal for engineering services to assist the City with an evaluation of filter maintenance and upgrade options. Acceptable solutions will need to be able to treat all three potentially available raw water sources that can currently be delivered to the Plant that include raw water from the Catskill Aqueduct, Brown's Pond, and Washington Lake. Our scope of services is presented below:

SCOPE OF SERVICES

Task 1 Kick Off Meeting

Arcadis will conduct a kick off meeting to confirm the project goals, scope of services, schedule, deliverables, communication protocols and review data provided by the City. Prior to the meeting Arcadis will prepare a request for information for the City (it is anticipated that Arcadis has nearly all the information required to complete this scope of services from previous assignments from the City).

Task 2 Data Review

Arcadis will review the data provided by the City that may include as-built drawings, reports, operating data, O&M manuals, and specifications as provided by the City. Arcadis will work with the City to develop a plan to satisfy data gaps identified if required.

Task 3 Site Visit and Condition Assessment

Arcadis will visit the Plant and conduct visual inspections on the troughs, weirs, surface wash systems, associated settled water, filtered water, backwash water and drain piping systems, electrical systems, I&C systems and field instruments and general interior building systems.

Task 4 Sand Filter Upgrade Evaluation

Arcadis will evaluate five alternatives for upgrading and optimizing the existing sand filters. These alternatives include:

- Replacing the sand filter media and underdrains as needed.
- Replacing the sand filter media and underdrains as needed and enhanced coagulation.
- Replacing the sand filter media and underdrains and convert rapid sand filters to biologically active filters (BAFs).

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

- Replacing the sand filter media and underdrains with submerged membrane filters.
- Replacing the sand filter media and underdrains with submerged membrane filters and enhanced coagulation.

The existing sand filters are equipped with surface wash systems. Arcadis will evaluate replacement of the surface wash systems with an air scour system. Arcadis will assess integral underdrain block systems and grid systems that are installed on existing underdrain blocks.

The desktop evaluation of each alternative will be assessed on the following criteria:

- Anticipated filtered water quality based raw water characteristics.
- Backwash volumes and flow rates.
- Impacts on existing electrical systems.
- Capital costs.
- O&M costs.
- Regulatory acceptance by NYS DOH.

Task 5 Backwash Evaluation

Based on the assessment of alternatives for upgrading the sand filters, Arcadis will assess the effective volume of the existing wastewater retention basins and rate at which the inverted siphon sewer can discharge backwash flows to the City's combined sewer system. Arcadis will develop capital costs for improving these systems as required to meet 10 States Standards and NYS DOH requirements. Arcadis will assess the feasibility of replacing all or a portion of the existing inverted siphon sewer from the Plant to the connection with the combined sewer system or downstream of Regulator No. 2 such the backwash wastes are directed to the wastewater treatment plant and will not impact combined sewers.

Arcadis will also assess the potential for recycling backwash water to the raw water side of the Plant. NYS DOH limits the flow of recycled backwash water into the Plant to 10 percent of the instantaneous raw water flow into the Plant. Additional pumping systems and equalization tanks would be required to be evaluated.

Task 6 Prepare Preliminary Engineering Report

Arcadis will summarize the findings from the preceding tasks in a preliminary engineering report that will meet NYS EFC and NYS DOH requirements for approval and funding solicitation. The preliminary engineering report will be developed with basic site plans and layout plans and manufacturer's catalog cut sheets will be included for evaluated equipment in an appendix. To anticipate potential consequences in the distribution system due to changing water quality, Alternative 4 (membranes) will include a discussion on potential corrosion control impacts and mitigating measures that could be implemented.

Arcadis will deliver a draft of the report to the City for its review before producing a final report. A meeting will be held with the City to discuss the draft report and review comments and concerns.

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

Mr. Wayne Vradenburgh
City of Newburgh Water Department
May 2, 2018

Task 7 Grant Funding Assistance

Arcadis will also assist the City with identifying and applying for appropriate grant monies that may be available to help fund filter upgrades that the City may wish to pursue as a result of this evaluation. Arcadis will assist the City in applying for funding through the Consolidated Funding Application (CFA) and Drinking Water State Revolving Loan Fund (DWSRF).

COMPENSATION

Arcadis will complete each the scope of services presented herein for a total not to exceed fee of \$72,000 to be compensated based on actual direct labor costs with a 3.1 multiplier. Expenses will be compensated based on actual costs incurred with no markup.

Task	Compensation
Task 1 – Kick Off Meeting	\$4,800
Task 2 – Data Review	\$3,900
Task 3 – Site Visit and Condition Assessment	\$6,200
Task 4 – Sand Filter Upgrade Evaluation	\$22,000
Task 5 – Backwash Evaluation	\$15,000
Task 6 – Prepare Preliminary Engineering Report	\$21,300
Task 7 – Grant Funding	\$0
Expenses	\$800
Total Not to Exceed Fee	\$74,000

Arcadis looks forward to continuing working with the City of Newburgh improve its critical drinking water infrastructure. If you have any questions, please do not hesitate to call me at 518.250.7300 so that I may be of further assistance. We again thank the City of Newburgh for this opportunity.

Sincerely,

Arcadis of New York, Inc.



Robert E. Ostapczuk, P.E.
Associate Vice President

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

RESOLUTION NO.: _____ - 2019

OF

JANUARY 14, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 585 SOUTH STREET (SECTION 14, BLOCK 2, LOT 6.1)
AT PRIVATE SALE TO CHARLES UDEAGBALA FOR THE AMOUNT OF \$69,900.00**

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 585 South Street, being more accurately described as Section 14, Block 2, Lot 6.1, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has 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 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 property be and hereby is confirmed and the City Manager/Interim 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 April 19, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
585 South Street	14 - 2 - 6.1	Charles Udeagbala	\$69,900.00

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

Terms and Conditions Sale

585 South Street, City of Newburgh (SBL: 14-2-6.1)

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.
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 school taxes for the tax year of 2018-2019, 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 school taxes paid by the City for the tax year 2018-2019, and subsequent levies up to the date of the closing. Upon the closing, 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: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. 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 their 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. 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 receipt 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 Comptroller's Office 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 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.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
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 he shall not be entitled to special or consequential damages, attorney's 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's 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 at auction 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.

18. 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.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his 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 of Sale.
20. 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 **\$2,446.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

Proposal Form

Contact Information:

Name: Charles Udeagbala
Business Name (If Applicable): _____
Address: 1115 Williams St 6D
City, State & Zip: Brooklyn NY 11212
Home phone: _____
Business Phone: 646 270 4154
Mobile Phone: 646 270 4154
E-mail: connectcharles@gmail.com
Federal I.D. No. (If Applicable): _____

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 you own property in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes ___ (attach explanation) No ___ N/A ✓ (No property owned in the City of Newburgh)

If you own property in the City of Newburgh, are any of these properties rented? Yes ___ No ___ N/A ✓ (No property owned in the City of Newburgh) If yes, do you have a current Rental License for each of the rental properties? Yes ___ No ___
☐ Verified (Internal Office Use Only); Date Verified: _____

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. Also indicate if any of these properties are vacant or rented. (You may attach a list of the properties if the space below is inadequate.): _____

Are you current on all municipal obligations (taxes, water charges, etc.)? Yes ___ No ___ (attach explanation) N/A ✓ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified: _____

Do you have any outstanding code violations for properties owned in the City of Newburgh? Yes ___ (attach explanation) No ___ N/A ✓ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified: _____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes ___ (attach 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 **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 585 South St

S-B-L#: 14-2-6.1

Type of Project:

☒ Single Family (includes a condominium unit)

____ Multi-Family (# of Units____)

____ Mixed Use (Commercial & Residential - # of Residential Units ____)

For the property types listed above, will it be occupied by the purchaser: Yes ☒ No ☐

_____ Commercial _____ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 69.900

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes_____ No_____

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 46,500

Who will be doing the work? Self ☒ Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: Thomas / Koz / Gmod LLC

Architect: _____

Engineer: _____

Finances:

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

I am providing: ☐ Personal Financial Statement
☒ Letter from Lender/Investor
☐ Personal or Business Bank Statement
☐ Evidence of project funding
☐ Developers should provide three years financial statements

What You Should Attach:

- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

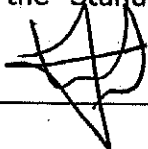
Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes ☐ No ☒

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. 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 verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

Signature



Date

11/14/18

Print Name

CHARLES DEAGALA

Submit Application to:

Department of Planning & Development
123 Grand Street, 1st Floor
Newburgh NY 12550

River Realty

Services, Inc.

PURCHASE AGREEMENT

Date: 1/23/18

I (We) Charles VD EAL BALA propose to purchase 305 South St owned by City of Newburgh.

Terms of the offer as follows:

Purchase Price: 69,900
Seller Concession (if applicable):
Amount due on contract signing: 2446
Mortgage Down Payment (LTV _____ %):
Amount due at closing: 67454
Contracts to be signed on or about:

Closing to be (TBD) on or about) or (_____ on or before):

Personal Property included in sale: 13 PER MILS

This sale is contingent upon (☒) attorney review of a formal contract, (☒) buyer to perform an engineer inspection within (5) days, (____) clear title, and as follows:

The sale is contingent upon purchaser securing a 203 K mortgage commitment in the amount of 69,900.

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with RIVER is (are) the recognized broker (s) who affected this "meeting of the minds" and will be paid the brokerage commission of 5% by the seller on or before closing.

THE ABOVE TERMS AND CONDITIONS ARE AGREED UPON SUBJECT TO ATTORNEY REVIEW AND FORMAL CONTRACT OF SALE. RECEIPT OF A COPY OF THIS PRELIMINARY AGREEMENT IS HEREBY ACKNOWLEDGED BY ALL PARTIES:

Purchaser Charles VD EAL BALA

Seller _____

Purchaser _____

Seller _____

Purchaser Address _____

Seller Address _____

Purchaser Phone _____

Seller Phone _____

Purchaser Attorney 845-784-1778 Myd Landlord.com

Seller Attorney _____

Purchaser Attorney Phone / E-mail _____

Seller Attorney Phone / E-mail: _____

Agent Name: Bill Williams of River Realty Services, Inc.

Phone: 845-226-5798 Fax: _____

Email: Williams@RiverRealty.com

Listing Agent: _____ of _____

Phone: _____ Fax: _____

Email: _____



117 Executive Drive, Suite 100, New Windsor, NY 12553
297 Mill Street, Poughkeepsie, NY 12601
Info@riverrealty.com | www.riverrealty.com



Thomas Home Remodeling

Dean Thomas, Contractor
(347) 272-0389

Price Quote

Project Location

685 South Street
Newburgh NY 12550

Item No.	Location	Description	Quantity	Unit Price	Total Price
1.	1 st Floor - Bathroom	Remodel bathroom (entire)	60 sq ft	\$2,000.00	\$2,000.00
2.	1 st Floor - Kitchen	Remodel kitchen (entire)	300 sq ft	\$3,000.00	\$3,000.00
3.	1 st Floor - Fireplace	Replace chimney flue, repoint stones	1	\$2,000.00	\$2,000.00
4.	1 st Floor - Floors	Sand and polish hardwood floors (all rooms)	4,000 s ft	\$2,000.00	\$2,000.00
5.	1 st Floor - Front Porch	Repoint stone walls	800 sq ft	\$2,500.00	\$2,500.00
6.	1 st Floor - Entrance Steps	Resurface cracked steps		\$2,000.00	\$2,000.00
7.	2 nd Floor - Bathroom	Remodel bathroom (entire)	100 sq ft	\$2,000.00	\$2,000.00
8.	2 nd Floor - Bedrooms	Sand and polish hardwood floors (all rooms)	3,000 s ft	\$1,500.00	\$1,500.00
9.	3 rd Floor - Bathroom	Remodel bathroom (entire)	50 sq ft	\$2,000.00	\$2,000.00
10.	3 rd Floor - Bedrooms	Sand, polish hardwood floors (all rooms)	3,000 s ft	\$1,500.00	\$1,500.00
11.	House Interior	Paint all rooms (sheetrock where necessary)		\$3,000.00	\$3,000.00
12.	House Exterior	Repoint stone walls		\$3,000.00	\$3,000.00
13.	Backyard	Rebuild retainer wall	300 sq ft	\$5,000.00	\$5,000.00
14.	Windows	Replace Windows	11	\$3,000.00	\$3,000.00
15.	HVAC Unit	Replace generator		\$5,000.00	\$5,000.00
16.	Plumbing	Change pipes as needed		\$3,500.00	\$3,500.00
17.	Electrical	Change wires, as needed		\$3,500.00	\$3,500.00

(18) Total Items = \$46,500.00

Note: The price quote is not final!!





November 26, 2018

Pre-Approval Letter

To Whom It May Concern:

This letter is to certify that HomeBridge Financial Services, Inc. has credit approved **Charles Udeagbala** for the below mentioned loan amount and terms. We have analyzed all documents pertaining to employment history, credit history, down payment, closing costs and post-closing reserves as per our lending guidelines. The applicant has met our underwriting guidelines to be approved for the following:

Property Type:	Single-Family
Occupancy:	Owner Occupied
Purchase Amount:	\$69,900.00 plus \$48,000.00 in rehab
Down Payment:	3.5%
Loan Product:	30 Yr. Fixed – FHA 203k

In absence of any negative changes to the employment, income, credit or assets, which was provided to us at the time of application, we do not foresee any problem in obtaining the requested loan amount with the above stated terms. If there is any change in the sale price, other information provided to us or if you have any questions, please do not hesitate to call me.

"Your actual rate, payment, and costs could be higher. An official Loan Estimate is recommended before choosing a loan."

Regards,

Anna Belle Simms, *Mortgage Loan Originator*
HomeBridge Financial Services, Inc.
711 Westchester Ave., Suite 304
White Plains, NY 10604
c: (718) 809-9972 f: (866) 528-2933
e: annabelle.simms@homebridge.com
web: www.HomeBridgeInc.com

Property Proposal Summary

Location: 585 South Street (Southwest corner of Monroe and South)
Tax Map Number: 14-2-6.1
Property Class: 210—One Family Residential
Zoning: RL—Residential Low Density
Description: Detached single family home—Year built: 1918; 1680sf; 3 bedrooms; 2 1/4 baths; lot size: 87.2 x 145 x irregular
Condition: Average/Fair
Assessed Value: \$ 78,700
Annual Taxes: \$ 3,991+/-
Selling Price: \$ 69,900

The city acquired this property: March 2016

Offer Information:

Name: Charles Udeagbala
Offer Price: \$ 69,900
Construction Estimate: \$ 46,500+/-
Proof of Financing: Home Bridge Financial Services, FHA 203K Loan.

Comments:

The purchaser currently resides in Brooklyn but has been looking to relocate outside New York City, particularly in the Newburgh area. The purchaser plans to occupy this home as his primary residence.

The house needs some repairs: the drywall needs to be replaced or repaired in several areas; the first floor bath needs work; hardwood floors need refinishing and the kitchen also needs some work. According to the broker, the house is a good candidate for a 203K loan—for which he has been pre-qualified. The repair estimate is felt to accurately reflect the work needed to bring this house back to life.





Interior Photos



RESOLUTION NO.: _____ - 2019

OF

JANUARY 14, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 357 LIBERTY STREET (SECTION 11, BLOCK 4, LOT 22)
AT PRIVATE SALE TO ARLEEN PEREZ FOR THE AMOUNT OF \$65,000.00**

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 357 Liberty Street, being more accurately described as Section 11, Block 4, Lot 22 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has 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 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/Interim 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 April 19, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
357 Liberty Street	11 - 4 - 22	Alreen Perez	\$65,000.00

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 Sale

357 Liberty Street, City of Newburgh

(SBL: 11-4-22)

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.
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 school taxes for the tax year of 2018-2019, 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 school taxes paid by the City for the tax year 2018-2019, and subsequent levies up to the date of the closing. Upon the closing, 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: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. 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 their 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. 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 Comptroller's Office 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 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.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
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 he shall not be entitled to special or consequential damages, attorney's 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's 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 at auction 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.
18. 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.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
20. 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 **\$6,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

(Purchaser Name)

Proposal Form

Contact Information:

Name: Arleen Perez
 Business Name (If Applicable): _____
 Address: 53-44 64th street
 City, State & Zip: maspeth NY 11378
 Home phone: 718-689-0733
 Business Phone: 718-689-0733
 Mobile Phone: 718-689-0733
 E-mail: ArleenNewYork1@aol.com
 Federal I.D. No. (If Applicable): _____

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 X

If you own property in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes ____ (attach explanation) No X N/A ____ (No property owned in the City of Newburgh)

If you own property in the City of Newburgh, are any of these properties rented? Yes ____ No X N/A ____ (No property owned in the City of Newburgh) If yes, do you have a current Rental License for each of the rental properties? Yes ____ No ____
☐ Verified (Internal Office Use Only); Date Verified: _____

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. Also indicate if any of these properties are vacant or rented. (You may attach a list of the properties if the space below is inadequate.): _____

Are you current on all municipal obligations (taxes, water charges, etc.)? Yes ____ No ____ (attach explanation) N/A X (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Do you have any outstanding code violations for properties owned in the City of Newburgh? Yes ____ (attach explanation) No X N/A ____ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes ____ (attach explanation) No X

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 **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 357 Liberty Street Newburgh NY 12550

S-B-L#: 11-4-22

Type of Project:

☐ Single Family (includes a condominium unit)

☐ Multi-Family (# of Units ☐)

☒ Mixed Use (Commercial & Residential - # of Residential Units ² ☐)

For the property types listed above, will it be occupied by the purchaser: Yes ☐ No ☒

☐ Commercial ☐ Industrial

☐ Vacant Land (Proposed Use:)

Offer Purchase Price: \$ 65000.00

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes ☒ No ☐

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 179,960

Who will be doing the work? ☒ Self ☐ Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor:

Architect:

Engineer:

Examples of Purchaser's Previous Renovation or Development Experience:

(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	53-44 64th street Maspeth NY 11378	
Role (i.e. owner, partner, general contractor, architect, investor.)	owner	
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Rehabilitation	
Property Type: (i.e. single-family, multi-family rental or commercial.)	single	
Number of Buildings in Project	one	
Total Number of Residential Units in Project/Building	one	
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs	50000.00	
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	completed	
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	N/A	

Finances:

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

I am providing: ☒ Personal Financial Statement
 ☐ Letter from Lender/Investor
 ☐ Personal or Business Bank Statement
 ☐ Evidence of project funding
 ☐ Developers should provide three years financial statements

What You Should Attach:

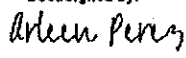
- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes _____ No X

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. 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 verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

DocuSigned by:

D1FD4894032D461...
Signature _____ Date _____
Arleen Perez

Print Name 11/30/2018 9:50:00 PM EST

Submit Application to:

Department of Planning & Development
123 Grand Street, 1st Floor
Newburgh NY 12550



**RAND
REALTY**

Purchase Agreement

THIS IS A CONTRACT. THIS IS LEGALLY BINDING.



OFFICE LOCATION: New Windsor STREET ADDRESS 819 Little Britain Road

TOWN NAME: New Windsor STATE: NY ZIP: 12553

PHONE: 845-492-1646 FAX: 845-562-1006

Date: November 26, 2018

PURCHASERS NAME: Arleen Perez
ADDRESS: Maspeth, NY 11378
TELEPHONE NO.: _____
_____ desires to purchase and

SELLERS NAME: City of Newburgh
ADDRESS: Newburgh, NY 12550
TELEPHONE NO.: _____
_____ intends to sell the real property known as
PROPERTY ADDRESS 357 Liberty Street, New burgh, NY 12550
upon the following terms and conditions:

1. TOTAL PRICE: \$ 65,000.00 payable as follows:
A. \$ 6,000.00 down payment by cash, bank check or personal check upon the signing of a formal contract of sale,
based upon the terms of this preliminary agreement, delivered to the seller or seller's attorney on or about
_____ or upon submission of the Contract of Sale via hand delivery or mail
B. \$ _____ by the purchasers to obtain in a mortgage.
C. \$ 59,000.00 by cash, certified or bank check, upon closing of title.

2. ADJUSTMENTS: All adjustments if any, shall be made in accordance with local bar association customs.

3. PERSONAL PROPERTY: All fixtures and articles of property attached or appurtenant to or used in connection with said premises are included
in the sale as specified in the MLS listing # 4853195 for the premises, unless otherwise specified.

4. CLOSING OF TITLE: Closing of title to take place on or about 01/15/2019

5. BROKER: By their signatures below, the parties agree that Better Homes and Gardens® Real Estate Rand Realty is the real estate broker
that has brought about this meeting of the minds on essential terms of this Purchase Agreement, and the sellers agree to pay
the brokerage commission thereby earned by cash, certified, or bank check.

6. LEAD DISCLOSURE: The seller of any interest in residential in real property is required to provide the Buyer with any
information on lead-based paint hazards from risk assessments or inspections in the Seller's
possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection
for possible lead-based paint hazards may be done prior to purchase and within 10 days of
acceptance of this offer.

7. PRESENTATION: ☐ This offer is to be presented personally by the Buyer's Agent from Rand Realty to the Seller.

8. CONTINGENCIES: This Agreement is contingent upon the following:
☒ **a. Attorney Approval**
This Agreement is contingent upon Purchaser and Seller obtaining approval of this Agreement by their
respective attorneys as to all matters contained herein.

☐ **b. Inspection**
This Agreement is contingent on a satisfactory engineering and termite inspection of the property.

☐ **c. Mortgage Contingency**
This Agreement and the formal contract will be subject to and conditioned upon the ability of the purchasers to secure
a firm mortgage commitment in the amount indicated in Paragraph 1.B. for a period of **30** years, at the prevailing rate
of interest, said commitment to be secured within **30** days of the contract date. purchasers agree to execute all forms
and pay all fees that may be required by the lending institution and to otherwise make a good faith application for said
mortgage commitment.

9. NOTES:

The seller and buyer acknowledge that Better Homes and Gardens® Real Estate Rand Realty has provided written disclosure on seller, buyer and
disclosed dual agency and that we understand that in this transaction, seller ☐ buyer ☒ dual ☐ agency has been established (check applicable box).

THE ABOVE TERMS AND CONDITIONS ARE AGREED UPON SUBJECT TO ATTORNEY REVIEW AND FORMAL CONTRACT OF SALE.

RECEIPT OF A COPY OF THIS PRELIMINARY AGREEMENT IS HEREBY ACKNOWLEDGED BY ALL PARTIES:

Arleen Perez
Purchaser

dotloop verified
11/27/18 3:44 PM EST
XNP4-PH113-G0YD-SCDR

Buyer's Agent

BUYER ATTORNEY: Gisele Rosado

ADDRESS: 717 Broadway, NY 12550

PHONE: 845-562-1515 FAX: 845-562-0056

Seller

Seller

Seller's Agent

SELLER ATTORNEY: _____

ADDRESS: _____

PHONE: _____ FAX: _____

Property Address:	357 Liberty St Newburgh NY 12550			
Buyer Name:	Arleen Perez			
REPAIR COST ESTIMATE AND SCHEDULE				
EXTERIOR	ESTIMATED START DATE (I.E., NOVEMBER 2018)	ESTIMATED MATERIAL COST (Number of items x cost)	ESTIMATED LABOR COST	TOTAL COST (MATERIALS + LABOR)
ROOF				0.00
GUTTERS/DOWNSPOUTS	02/01/2019	3000.00		3,000.00
WINDOWS	02/01/2019	1000.00	10000.00	11,000.00
DOORS	02/01/2019	4000.00	2000.00	6,000.00
SIDING/TRIM/EXTERIOR PAINTING	06/01/2019	6000.000	4000.00	10,000.00
FOUNDATION				0.00
STEPS, PORCHES, DECKS	06/01/2019	5000.00	2000.00	7,000.00
LANDSCAPING				0.00
OTHER:				0.00
EXTERIOR REPAIR SUBTOTAL		19,000.00	18,000.00	37,000.00
INTERIOR	ESTIMATED START DATE (I.E., NOVEMBER 2018)	ESTIMATED MATERIAL COST (Number of Items x cost)	ESTIMATED LABOR COST	TOTAL COST (MATERIALS + LABOR)
CLEAN-OUT, INTERIOR DEMOLITION	02/01/2019	1500.00	4000.00	5,500.00
REMEDIATION - LEAD AND/OR ASBESTOS				0.00
HEATING SYSTEM (FURNACES)	06/01/2019	25000.00	5000.00	30,000.00
HOT WATER HEATERS	06/01/2019	3000.00	600.00	3,600.00
PLUMBING	06/01/2019	10000.00		10,000.00
ELECTRIC	02/01/2019	20000.00		20,000.00
BATH(S)	03/01/2016	20000.00		20,000.00
KITCHEN(S)	03/01/2016	20000.00		20,000.00
INSULATION/DRYWALL	04/01/2019	6000.00	3000.00	9,000.00
INTERIOR DOORS				0.00
TRIM/INTERIOR PAINTING	11/01/2019	2500.00		2,500.00
FLOORING	11/01/2019	6000.00		6,000.00
OTHER:				0.00
INTERIOR REPAIR SUBTOTAL		114,000.00	12,600.00	126,600.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)			0.10	16,360.00
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY)				179,960.00

FROM THE DESK OF DAVID PEREZ

12/5/2018

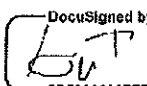
David Kohl
Economic Development Specialist
City of Newburgh | Planning & Development
123 Grand Street, 1st Floor
Newburgh, NY 12550
(845)-569-7387

Re: 357 Liberty Street, Newburgh, NY 12550 / Buyer: Arleen Perez

To whom it may concern,

There was a proposal submitted for property 357 Liberty St. by Arleen Perez. This letter is to verify the money that will be used for the renovation of said property is from my J.P Morgan investment account. The statement was provided prior with the PODA application.

Sincerely,

DocuSigned by:

5D58283387F7457...

David Perez
12/5/2018 12:20:38 PM EST

334 East 108th Street

New York, NY 10029 | DavidPerez427@aim.com

Citibank Client Services 000
PO Box 6201
Sioux Falls, SD 57117-6201

010/R1/04F000

000
CITIBANK, N. A.
Account
[REDACTED]

ARLEEN PEREZ
ITF DAVID PEREZ
5344 64TH STREET
MASPETH NY

11378-1636

Statement Period
Oct 22 - Nov 20, 2018

Page 1 of 2

CITIBANK ACCOUNT AS OF NOVEMBER 20, 2018**Relationship Summary:**

Checking	-----
Savings	\$82,837.33
Investments	-----
(not FDIC Insured)	-----
Loans	-----
Credit Cards	-----

CITIBANK ACCOUNT PACKAGE FEES

When determining your fees for this statement period, Citibank considered your combined average monthly balances during the prior month in all of your qualifying accounts that you asked us to combine. If you have a Citibank secured credit card, then Citibank will also include the balance in your Collateral Holding Account or your Certificate of Deposit that secures your Citibank credit card. These balances may be in accounts that are reported on other statements.

*The Monthly Service Fee and non-Citibank ATM fees are waived with \$10,000 or more in combined average monthly balances from deposits, retirement accounts, and investments.

Fees*	Your Combined Balance Range \$50,000-\$99,999
Monthly Service Fee	None

All fees assessed in this statement period, including non-Citibank ATM fees, will appear as charges on your next Citibank monthly statement (to the account that is currently debited for your monthly service fee).

Please refer to your Client Manual-Consumer Accounts and Marketplace Addendum booklet for details on how we determine your monthly fees and charges.

SAVINGS ACTIVITY**Citibank® Savings Plus**

6781763322

Beginning Balance: \$78,334.73
Ending Balance: \$82,837.33

Date	Description	Amount Subtracted	Amount Added	Balance
11/19	Citibank Global Transfer 11/17 05:07p 0005262228401768259 181117CITIBANK ONLINE ARLEEN PEREZ		4,500.00	82,834.73
11/20	Interest for 30 days, Annual Percentage Yield Earned 0.04%		2.60	82,837.33
	Total Subtracted/Added	0.00	4,502.60	

All transaction times and dates reflected are based on Eastern Time.

Transactions made on weekends, bank holidays or after bank business hours are not reflected in your account until the next business day.

J.P.Morgan

Statement Period Ending
October 31, 2018

04675 BDS 001 003 30418 - NNNNNNNNNNN
DAVID PEREZ
334 EAST 108TH ST #20E
NEW YORK-NY 10029-4280

Consolidated Investment Statement

Portfolio Value

Account Description	Last Month	This Month
Managed	70,542.85	67,695.53
Brokerage	116,001.93	109,732.53
PORTFOLIO VALUE	\$186,544.78	\$177,428.06

See the Summary of Accounts on page 5 for footnotes and more detail.

Questions?

For Full Service Accounts, Call Investment Representative

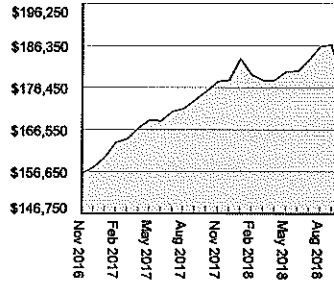
(212) 828 6787 Elvio Catania

Customer Service
(800) 392 5749
Branch Address
453 East 86th Street
New York, NY, 10028

www.chase.com

More contact information on page 34

Portfolio Value
(November 2016 to October 2018)



If you have any questions about your statement or concerns about your account, please call us at the toll free number provided above.

INVESTMENT AND INSURANCE PRODUCTS ARE: • NOT FDIC INSURED • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY
• NOT A DEPOSIT OR OTHER OBLIGATION OF, OR GUARANTEED BY, JPMORGAN CHASE BANK, N.A. OR ANY OF ITS AFFILIATES
• SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED

Page 1 of 40

Account is held at J.P. Morgan Securities LLC (JPMS), member Financial Industry Regulatory Authority (FINRA) and Securities Investor Protection Corporation (SIPC). This statement summary is provided for convenience purposes only. For information about your JPMS account(s), please refer to your official JPMS account statement(s), which follows this statement summary. Neither this statement summary nor your official JPMS account statement(s) should be used for tax reporting purposes.

STATEMENT SUMMARY

MANAGED

BROKERAGE

IMPORTANT INFORMATION

Purchase Proposal Summary

Location: **357 Liberty Street** (west side of Liberty Street between Clinton Street and Gidney Avenue)

Tax Map Number: 11-4-22

Property Class: 482—Detached Row Building (Mixed Use)

Zoning: RM—Residential Medium Density; CDO - Commercial District Overlay; EEHD - East End Historic District

Description: Year Built—1900; 2-story, brick building; 2340sf; lot size: 27 x 101

Condition: Poor

Assessed Value: \$ 35,200

Annual Taxes: \$ 2,026+/-

Selling Price: \$ 64,900

City acquired property: **August 2018**

Offer Information:

Name: Arleen Perez

Offer Price: **\$ 65,000**

Construction Estimate: \$ 180,000+/-

Proof of Financing: Citibank accounts/ J.P. Morgan (David Perez)

Comments: The building has a commercial space on the first floor and residential area on the second floor. The property has not been inhabited in many years. The interior is in poor condition and is in need of a complete rehabilitation.

According to the broker, the purchaser is planning to renovate and rent out both the commercial space as well as the residential space. She will not be occupying either area. At this time, she has no specific use intended for the commercial space. Ms. Perez's brother, David Perez, is an experienced contractor and will also be helping her finance the purchase, renovation and management of the building. They each have expressed interest in moving up to Newburgh in the near future.





Interior Photos



RESOLUTION NO.: _____-2019

OF

JANUARY 14, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO CARMELO AND MOIRA LIARDI
TO THE PREMISES KNOWN AS 108 BROADWAY
(SECTION 30, BLOCK 5, LOT 28)**

WHEREAS, on March 4, 1996, the City of Newburgh conveyed property located at 108 Broadway, being more accurately described on the official Tax Map of the City of Newburgh as Section 30, Block 5, Lot 28, to Carmelo and Moira Liardi; and

WHEREAS, the attorney representing the purchaser in the sale of the premises has requested a release of the restrictive covenants contained in the deed from the City of Newburgh in order to facilitate the sale; and

WHEREAS, it has been determined that such release be granted; 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 Interim 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.

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 108 Broadway, Section 30, Block 5, Lot 28 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated March 4, 1996 from THE CITY OF NEWBURGH to CARMELO and MOIRA LIARDI, recorded in the Orange County Clerk's Office on May 31, 1996, in Liber 4392 of Deeds at Page 135 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.

THE CITY OF NEWBURGH

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

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, 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.

RECORD & RETURN TO:

RESOLUTION NO. _____ - 2019

OF

JANUARY 14, 2019

**A RESOLUTION AUTHORIZING A ONE YEAR EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 31 LIBERTY STREET W.H.
(SECTION 45, BLOCK 7, LOT 21) IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh did convey the premises located at 31 Liberty Street, W.H., more accurately described as Section 45, Block 7, Lot 21 on the Official Tax Map of the City of Newburgh, by deed dated October 6, 2016; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about April 6, 2018; and

WHEREAS, Barbara Hamilton, the owner of property located at 31 Liberty Street W.H. in the City of Newburgh, was unable to comply with the deadline; and

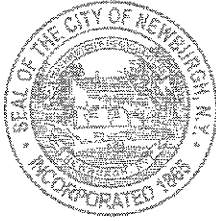
WHEREAS, by Resolution No. 213-2018 of August 13, 2018, this Council authorized a six (6) month extension of time to rehabilitate said premises until February 13, 2019; and

WHEREAS, Ms. Hamilton, despite her diligent efforts to complete the rehabilitation of the premises, will be unable to comply with the February 13, 2019 deadline, and continues to diligently complete the renovation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Barbara Hamilton be granted a one (1) year extension to rehabilitate the premises known as 31 Liberty Street W.H. in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before February 13, 2020, that being one (1) year from the date previously authorized by Resolution No.: 213-2018 of August 13, 2018.



CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

(845) 569-7400/Fax (845) 569-0096

www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

FROM: William F. Horton, Assistant Fire Chief/Building Inspector

MEETING DATE: December 28, 2018

SUBJECT: 31 Liberty Street WH, Request for Extension

Following a review of the building file, a site inspection and speaking to David Kohl, progress on the project at 31 Liberty Street WH has been continuing at a slow but consistent pace. I completed an insulation inspection on 12/14/18 and spoke to the owner about progress to date and a timeline. The owner is working towards completion of the renovation and her request for an extension is reasonable and supported by my office.

Thank you.

Resto, Autumn

From: Kohl, David
Sent: Friday, December 28, 2018 10:24 AM
To: Resto, Autumn; Horton, William
Subject: RE: 31 Liberty Street WH

To All -

Barbara Hamilton has been making slow but steady progress on 31 Liberty Street WH. She plans to occupy one of the units once the house is completed. She initially had several setbacks from contractors who reneged on their obligations, retaining funds for work that was never completed. Ms. Hamilton did not give up. She has since been able to retain responsible contractors. Work has slowly been happening. She feels positive that she can complete the renovation, she just needs more time.

I would recommend granting her this second extension.

David

David Kohl
Economic Development Specialist
City of Newburgh
Planning & Development
123 Grand Street, 1st Floor
Newburgh, NY 12550
(845)-569-7387

-----Original Message-----

From: Resto, Autumn
Sent: Friday, December 28, 2018 9:46 AM
To: Horton, William <WHorton@cityofnewburgh-ny.gov>; Kohl, David <DKohl@cityofnewburgh-ny.gov>
Subject: FW: 31 Liberty Street WH

Good Morning, attached please find a request from Michelle to provide a property status update. Please advise as soon as possible as this needs Council approval.

Thank you,

Autumn Resto
Secretary to Corporation Counsel
City of Newburgh
83 Broadway – City Hall
Newburgh, NY 12550
T: (845) 569-7335
F: (845) 569-7338
E: AResto@cityofnewburgh-ny.gov

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-----Original Message-----

From: mp7001sp-FL1@cityofnewburgh-ny.gov [mailto:mp7001sp-FL1@cityofnewburgh-ny.gov]

Sent: Friday, December 28, 2018 8:49 AM

To: Resto, Autumn <AResto@cityofnewburgh-ny.gov>

Subject: Scanned Document from City of Newburgh

This E-mail was sent from "RNP371CB7" (Aficio MP 7001).

Scan Date: 12.28.2018 08:49:26 (-0500)

Queries to: mp7001sp-FL1@cityofnewburgh-ny.gov

RESOLUTION NO. _____ - 2019

OF

JANUARY 14 2019

**A RESOLUTION AUTHORIZING A TWELVE MONTH EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 216 BROADWAY
(SECTION 29, BLOCK 8, LOT 7) IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh conveyed the premises located at 216 Broadway, more accurately described as Section 29, Block 8, Lot 7 on the Official Tax Map of the City of Newburgh, by deed dated March 20, 2017; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about September 20, 2018; and

WHEREAS, the City Manager granted the three month extension permitted by the terms of sale, which extension expired on December 20, 2018; and

WHEREAS, Mr. Majeed, the owner of property located at 216 Broadway in the City of Newburgh, is unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, the appropriate departments recommend that the requested extension for 216 Broadway be granted; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Mr. Majeed be granted a twelve (12) month extension to rehabilitate the premises known as 216 Broadway in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before December 20, 2019, that being twelve (12) months from the date previously granted by the City Manager.



CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

(845) 569-7400/Fax (845) 569-0096

www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

FROM: William F. Horton, Assistant Fire Chief/Building Inspector

MEETING DATE: December 27, 2018

SUBJECT: 216 Broadway, Request for Extension

Following a review of the building file, a site inspection and speaking to David Kohl, progress on the project at 216 Broadway has been continuing at a reasonable pace. The owner is working towards completion of the renovation and his request for an extension is reasonable and supported by my office.

Thank you.

Talerico, Donna

From: Kohl, David
Sent: Wednesday, December 26, 2018 3:38 PM
To: Talerico, Donna; Horton, William
Subject: RE: 216 Broadway

To All –

When Mr. Majeed purchased 216 Broadway, its interior floors were collapsing – threatening the stability of the entire building. Mr. Majeed took on a difficult task when he set out to restore this building. Many others looked at the building but passed when they realized how much work was involved. Mr. Majeed has since completed the stabilization of the building and submitted plans for its interior renovation.

He has a vested interest in making sure this rehabilitation succeeds because he also owns 214 Broadway – a building attached to 216 Broadway.

He has completed several quality renovations throughout the City of Newburgh, and appears to have a solid plan for moving forward with the completion of this building.

I would strongly recommend granting his request for a one-year extension.

David

David Kohl
Economic Development Specialist
City of Newburgh
Planning & Development
123 Grand Street, 1st Floor
Newburgh, NY 12550
(845)-569-7387

From: Talerico, Donna
Sent: Wednesday, December 05, 2018 2:19 PM
To: Horton, William <WHorton@cityofnewburgh-ny.gov>; Kohl, David <DKohl@cityofnewburgh-ny.gov>
Subject: 216 Broadway*

Hi Guys! Attached is a memorandum from Michelle requesting a status update on the above-referenced property. Rafiq is asking for another year. THANKS MUCH! ☺

Donna E. Talerico
Administrative Assistant
Office of the Corporation Counsel
The City of Newburgh
83 Broadway, City Hall
Newburgh, NY 12550
Tel: (845) 569-7336
Fax: (845) 569-7338
dtalerico@cityofnewburgh-ny.gov

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intended for the use of the addressee(s) only. If you are not an addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this e-mail in error, please contact me at dtalerico@cityofnewburgh-ny.gov or at (845) 569-7336. Thank you.

RESOLUTION NO. _____ - 2019

OF

JANUARY 14 2019

**A RESOLUTION AUTHORIZING A FIVE MONTH EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 80 CLINTON STREET
(SECTION 10, BLOCK 1, LOT 19) IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh conveyed the premises located at 80 Clinton Street, more accurately described as Section 10, Block 1, Lot 19 on the Official Tax Map of the City of Newburgh, by deed dated January 12, 2017; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about July 12, 2018; and

WHEREAS, the City Manager granted the three month extension permitted by the terms of sale, which extension expired on October 12, 2018; and

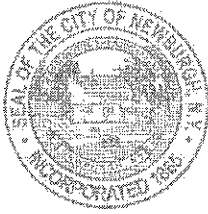
WHEREAS, Mr. Budelman, the owner of property located at 80 Clinton Street in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, the appropriate departments recommend that the requested extension for 80 Clinton Street be granted; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Mr. Budelman be granted a five (5) month extension to rehabilitate the premises known as 80 Clinton Street in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before June 14, 2019, that being five (5) months from the date of this resolution.



CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

(845) 569-7400/Fax (845) 569-0096

www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

FROM: William F. Horton, Assistant Fire Chief/Building Inspector

MEETING DATE: November 30, 2018

SUBJECT: 80 Clinton Street, Request for Extension

Following a review of the building file, a site inspection and speaking to David Kohl, progress on the project has been continuing at a reasonable pace. The owner is working towards completion of the renovation and his request for an extension is reasonable and supported by my office.

Thank you.

Rec'd
12/3/18

Talerico, Donna

From: Kohl, David
Sent: Wednesday, November 28, 2018 11:53 AM
To: Talerico, Donna; Horton, William
Subject: RE: 80 Clinton Street

As noted in Mr. Budelman's request, he has made steady progress in rehabilitating the home at 80 Clinton Street. It has taken him longer than expected because he had health issues that caused him to take a pause from overseeing the project.

He now seems confident he will be able to complete the work within the additional time requested. I would strongly recommend that his request for additional time be granted.

David

David Kohl
Economic Development Specialist
City of Newburgh
Planning & Development
123 Grand Street, 1st Floor
Newburgh, NY 12550
(845)-569-7387

From: Talerico, Donna
Sent: Wednesday, November 28, 2018 8:34 AM
To: Horton, William <WHorton@cityofnewburgh-ny.gov>; Kohl, David <DKohl@cityofnewburgh-ny.gov>
Subject: 80 Clinton Street

Good Morning! Please see attached regarding a status update on an extension to rehabilitate request for the above-referenced property.

THANKS MUCH!

Donna E. Talerico
Administrative Assistant
Office of the Corporation Counsel
The City of Newburgh
83 Broadway, City Hall
Newburgh, NY 12550
Tel: (845) 569-7336
Fax: (845) 569-7338
dtalerico@cityofnewburgh-ny.gov

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RESOLUTION NO.: _____-2019

OF

JANUARY 14, 2019

**A RESOLUTION REAPPOINTING CATHERINE LENTZ
TO THE BOARD OF ASSESSMENT REVIEW**

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Catherine Lentz be and is hereby re-appointed retroactively to the Board of Assessment Review for a new five-year term commencing retroactively on October 1, 2018 and expiring on September 30, 2023.

Majewski, Joanne

From: Cathy. <ccl19@aol.com>
Sent: Friday, November 30, 2018 6:15 PM
To: Majewski, Joanne
Subject: Re: reappointment for Board of Assessment Review

Attention: Newburgh City Council
RE: Board of Assessment Review

I am writing this letter to ask that I be re-appointed
to the City of Newburgh Board of Assessment Review.

I have sat on this Board for several years, and am hoping to continue
to do so.

Sincerely,

Cathy Lentz
City of Newburgh

2019 NON-BARGAINING PROPOSED AMENDMENTS

Salary

\$2500 Lump Sum addition to 2018 Salaries

Approximate Cost: \$69,000

2019 2% Across the Board Increase

Approximate Cost: \$39,500

2020 2% Across the Board Increase

2021 2% Across the Board Increase

Longevity

Increase each step by \$150 for next 3 years

Approximate Cost for 2019: \$3375

Vacation

Increase vacation for employees with more than 10 years

By 10 days (Approximately 10 employees affected)

Emergency/On Call Pay

15 day's pay for select department heads, and/or assistants, to cover emergency and after hour mandated work hours

(Garrison, Morris & Vradenburgh)

Approximate Cost for 2019: \$17,000