CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
May 24, 2021
7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de Asistencia

Communications/Communicaciones

4. Approval of the Minutes of the City Council Meeting on May 10, 2021 and the Special Meeting of the City Council on May 20, 2021
5. City Manager Update/ Gerente de la ciudad pone al dia a la audiencia de los planes de cada departamento

Presentations/Presentaciones

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

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

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

6. Resolution No. 125 - 2021 - Proposal with ARCADIS for Review of CSX Utility Plans at the 5th Street Railroad Overpass Project

   Resolution accepting a proposal and authorizing the City Manager to execute a contract with Arcadis of New York, Inc. for professional engineering services for a utility assessment review in connection with the CSX Transportation Rail Road Bridge Replacement Project in an amount not to exceed $5,000.00.

   Resolución que acepta una propuesta y autoriza al Gerente de la Ciudad a ejecutar un contrato con Arcadis de Nueva York, Inc. Para servicios profesionales de ingeniería para una revisión de evaluación de servicios públicos en conexión con el Proyecto de Reemplazo de Puente de la Carretera Ferroviaria de Transporte CSX en una cantidad que no exceda de $5.000,00.

7. Resolution No. 126 - 2021 - RFP No. 3.21 Professional Engineering Services Contract with Gerard Associates Consulting Engineers, PC

   Resolution accepting a proposal and authorizing the City Manager to execute a contract with Gerard Associates Consulting Engineers, P.C. for professional engineering services for the Boiler Replacement and Conversion to Natural Gas Project at 123-125 Grand Street in an amount not to exceed $40,260.00.

   Resolución que acepta una propuesta y autoriza al Gerente de la Ciudad a ejecutar un contrato con Gerard Associates Consulting Engineers, P.C. para servicios profesionales de ingeniería para el Proyecto de Reemplazo y Conversión de Calderas al Gas Natural en 123-125 Grand Street en una cantidad que no exceda $40.260,00.

8. Resolution No. 127 - 2021 - Purchase of 185 Broadway

   Resolution to authorize the conveyance of real property known as 185 Broadway (Section 36, Block 1, Lot 2) at private sale to Alberto Martinez, Mark Connell and Paul Guillaro d/b/a Hudson Visionary Development, LLC for the amount of $180,000.00.

   Resolución para autorizar el traspaso de bienes raíces conocido como la 185 Broadway (Sección 36, Bloque 1, Lote 2) en una venta privada a Alberto Martinez, Mark Connell y Paul Guillaro d/b/a Hudson Visionary Development, LLC por la cantidad de $180,000.00.

9. Resolution No. 128 - 2021 - Purchase of 318 North Montgomery Street

   Resolution to authorize the conveyance of real property known as 318 North Montgomery Street (Section 4, Block 7, Lot 6) at private sale to Darnell Dodson for the amount of $300,000.00.

   Resolución para autorizar el traspaso de bienes inmuebles conocido como 318 North Montgomery Street (Sección 4, Bloque 7, Lote 6) en venta privada a Darnell Dodson por la cantidad de $300,000.00.

10. Resolution No. 129 - 2021 - 41 Benkard Avenue - Release of Restrictive Covenants

    Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Barbara Lapolt to the premises known as 41 Benkard Avenue (Section 45, Block 13, Lot 9).

    Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y el derecho de reingreso de una ley emitida a Barbara Lapolt a las instalaciones conocidas como 41 Benkard Avenue (Sección 45, Bloque 13, Lote 9).

11. Resolution 130 - 2021 - to Schedule the 1st Public Hearing and 30-Day Public Comment Period for the FY2022 Community Development Block

Grant (CDBG) Annual Action Plan

Resolution opening a 30-day public comment period and scheduling a public hearing for June 14, 2021 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Annual Action Plan for Fiscal Year 2022.

Resolución que abre un período de comentarios públicos de 30 días y programa una audiencia pública para el 14 de junio de 2021 para recibir comentarios públicos sobre las acciones propuestas por la Ciudad de Newburgh con respecto al Programa de Subvenciones para Bloques de Desarrollo Comunitario para el Plan de Acción Anual para el Año Fiscal 2022.

12. Resolution No. 131 - 2021 - Street Sweeper Program

Resolution authorizing the City Manager to enter into an agreement with the Regional Economic Community Action Program, Inc. for the Mayor's Street Sweeper Pilot Program to provide employment opportunities for City of Newburgh residents during the summer of 2021.

Resolución que autoriza al Gerente de la Ciudad a concretar un acuerdo con el Programa Regional de Acción Comunitaria Económica, Inc. para el Programa Piloto de Barrenderos del Alcalde para proporcionar oportunidades de empleo para los residentes de la Ciudad de Newburgh durante el verano de 2021.

13. Resolution No. 132 - 2021 - Fire Reporting Software

Resolution authorizing the City Manager to execute an agreement with Backdraft OpCo, LLC, d/b/a Emergency Reporting for personnel, equipment and fire data reporting software and services for the City of Newburgh Fire Department.

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Backdraft OpCo, LLC, d/b/a Informe de Emergencia para el personal, equipo y software y servicios de informes de datos de incendios para el Departamento de Bomberos de la Ciudad de Newburgh.

14. Resolution No. 133 - 2021 - Authorizing Settlement of a Water Bill with an Out-of-City Account

A resolution authorizing settlement of a water bill with an out-of-city account for the amount of fifteen thousand and 00/100 dollars ($15,000.00)

Resolucion que autoriza el acuerdo de una factura de agua con una cuenta fuera de la ciudad por el monto de quince mil y 00/100 dolares ($15,000.00)

15. Resolution No. 134 - 2021 - Authorizing Settlement of a Water Bill with an Out of City Account

A resolution authorizing settlement of a water bill with an out-of-city account for the amount of ten thousand and 00/100 dollars ($10,000.00)

Resolucion que autoriza el acuerdo de una factura de agua con una cuenta fuera de la ciudad por el monto de diez mil y 00/100 dolares ($10,000.00)

16. Resolution No. 135 - 2021 - Ratifying a Settlement and Authorizing a Payment of Claim

    A resolution ratifying a settlement and authorizing the payment of claim with Lakeem Thompson in the amount of $400,000.00

    Resolucion que ratifica un acuerdo y autoriza el pago de reclamo con Lakeem Thompson por el monto de $400,000.00

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 125 - 2021

OF

MAY 24, 2021

A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ARCADIS OF NEW YORK INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR A UTILITY ASSESSMENT REVIEW IN CONNECTION WITH THE CSX TRANSPORTATION RAILROAD BRIDGE REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $5,000.00

WHEREAS, CSX Transportation plans to replace the railroad bridge over the former Fifth Street located at railroad milepost QR 57.00; and

WHEREAS, CSX Transportation has submitted a Utility Relocation Concept Plan for the City's review; and

WHEREAS, the City solicited and received a proposal from Arcadis of New York, Inc. for professional engineering services for an assessment of the Utility Relocation Concept Plan; and

WHEREAS, such engineering services will include a review of the Utility Relocation Concept Plan, evaluation of the existing utilities and recommendations; and

WHEREAS, the cost of such proposal shall not exceed $5,000.00 and will be funded by CSX Transportation through an escrow account; and

WHEREAS, this Council finds that entering into a contract with Arcadis of New York, Inc. based on the foregoing is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to accept a proposal and execute a contract with Arcadis of New York, Inc., for professional engineering services for an assessment of the Utility Relocation Concept Plan submitted by CSX Transportation in connection with the replacement of the railroad bridge over the former Fifth Street at railroad milepost QR 57.00 in an amount not to exceed $5,000.00.

Mr. Jason Morris
City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12250

Transmitted Via Email: jmorris@cityofnewburgh-ny.gov

Date: May 11, 2021
Our Ref: 30021574
Subject: Proposal for Engineering Services
Review of CSX Transportation Bridge Replacement Submission

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Phone: 518 250 7300
Fax: 518 371 2757
www.arcadis.com

Dear Mr. Morris,
Arcadis of New York, Inc. appreciates the opportunity to provide the City of Newburgh (City) with this letter proposal for engineering services to review the Utility Relocation Concept Plan Submission as received from CSX Transportation (CSXT) (plans dated 2/11/2021). Emily Yessick, P.E. will be our Project Manager as she is very familiar with CSXT and the specifications and interaction with their staff and projects.

Project Understanding

CSXT desires to replace the railroad bridge over former 5th Street located at Railroad Milepost QR 57.00, which has the potential to effect the following utilities:

- 8-inch Ductile Iron Waterline
- 36-inch Reinforced Concrete Storm Drain

As requested, Arcadis has prepared this letter proposal for engineering services to assist the City with responding to CSXT.

Scope of Services

Task 1 Review of Proposed Bridge Replacement Plans

Arcadis Bridge Structural Engineers familiar with railroad loading will review the submitted plan set, titled Utility Relocation Concept Plan Submission, dated February 11, 2021. We will perform a cursory stress calculation on the 36-inch pipe as a result of the proposed bridge footing location. The review of the Bridge Replacement Plans will be limited to the potential impact on City owned utilities identified above.

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

Task 2 Develop Recommendations

Arcadis will develop recommendations for discussion with the City Engineer. Plans will be reviewed with the following criteria:

- Assessment of loading on the existing utilities
- Future accessibility for maintenance purposes

Arcadis will develop a comment memorandum for use with CSXT and their consultant (Bergmann Associates).

Task 3 Railroad Coordination

Arcadis has allocated one (1) conference call, estimated at one (1) hour in duration, with CSXT and/or their design consultant for discussion of the comments and working to an acceptable solution to protect the City's interests.

Schedule

Arcadis understands the schedule that CSXT is seeking from the City of Newburgh on responding to comments. We will work to develop the response two (2) weeks after a notice to proceed (NTP) is received from the City of Newburgh. This would also allow for a conference call with CSXT and/or their consultant shortly after those two (2) weeks.

Assumptions/Exclusions

Arcadis has made the following assumptions/exclusions on this assignment:

- Only one review will be required to arrive at an acceptable solution with CSXT.
- Only a cursory effort will be required to analyze the existing utilities relative to the proposed bridge spread footings.

Compensation

Arcadis will complete the scope of services presented herein for a total not to exceed fee of $5,000 to be compensated pursuant to a rate schedule for hours worked.

Task	Compensation
Task 1 – Review of Proposed Bridge Replacement Plans	$1,000
Task 2 – Develop Recommendations	$3,300
Task 3 – Railroad Coordination	$700
Total Not to Exceed Fee	**$5,000**

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. Jason Morris, PE
City of Newburgh
May 11, 2021

Contract Terms for this assignment will be furnished under Arcadis' Standard Agreement for Professional Services.

Arcadis looks forward to continuing supporting the City of Newburgh on engineering services needs. 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. PE
Vice President

Email: robert.ostapczuk@arcadis.com
Direct Line: 518-250-7300
Mobile: 518-810-6872

CC. Sean Markey, Arcadis Railroad Engineering Services Lead
Emily Yessick, Arcadis

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.: 126 - 2021

OF

MAY 24, 2021

A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH GERARD ASSOCIATES CONSULTING ENGINEERS, P.C. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE BOILER REPLACEMENT AND CONVERSION TO NATURAL GAS AT 123-125 GRAND STREET IN AN AMOUNT NOT TO EXCEED $40,260.00

WHEREAS, the City of Newburgh solicited, received and evaluated proposals for professional engineering services for the Boiler Replacement and Conversion to Natural Gas Project at 123-125 Grand Street; and

WHEREAS, the City has received a proposal from Gerard Associates Consulting Engineers, P.C. which has been identified as a qualified firm to provide said services; and

WHEREAS, such engineering services shall include concept and design development, preparation of plans, specifications, bid and contract documents, and bid services; and

WHEREAS, the cost of such proposal shall not exceed $40,260.00 and the funds shall be derived from 2020 BAN under budget line H1.1120.0208.2020; and

WHEREAS, the Council has reviewed the proposal and finds that authorizing a contract to perform said professional engineering services is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to accept a proposal and execute a contract with Gerard Associates Consulting Engineers, P.C., for professional engineering services for the Boiler Replacement and Conversion to Natural Gas Project at 123-125 Grand Street in an amount not to exceed $40,260.00.

NOTICE

REQUEST FOR PROPOSALS

for

Professional Services

Related to the

Boiler Replacement and Conversion to Natural Gas at 123-125 Grand Street

RFP No. 3.21

City of Newburgh, Orange County, New York

Sealed Proposals will be received by the City Comptroller in his office at City Hall, 83 Broadway, 4th Floor, Newburgh, New York 12550, until **12:00 p.m., (local time),** Wednesday, April 7, 2021 for professional services related to the Boiler Replacement and Conversion to Natural Gas at 123-125 Grand Street..

This Request for Proposal (RFP) and consultant selection process is being conducted to engage in the selection of a qualified NYS Licensed Professional Engineer to perform investigative and design services related to the removal of two (2) oil-fired boilers and the replacement with natural-gas fired boilers located at 123 Grand Street, Newburgh, New York. Based upon the required criteria, an internal Evaluation Committee shall review and evaluate each Proposal and recommend award be made to a qualified consultant that submits a proposal that best meets the City's needs.

This Request for Proposals, becoming available to the public on Friday, February 26, 2021, may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time.

Proposals must be submitted in accordance with the requirements and provisions stated in the RFP Document and submitted on or before the specified due date and time. Proposals submitted after the deadline will not be considered. Facsimile or electronic mail submissions will not be accepted. ***Vendors are responsible for the timely delivery of their Proposals.*** There will be no exceptions.

Proposals shall not be withdrawn for a period of forty-five (45) days subsequent to the submission deadline without the consent of the City of Newburgh Comptroller. The City of Newburgh reserves the right to reject any or all Proposals and to waive any informality or technicality in any proposal deemed to be in the best interest of the City.

By submission of a Proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, selected Proposer, or any assignee certifies that it is not on the "Entities Determined to be Non-Responsive Bidders/Offers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted on the Office of General Services website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf. The selected respondent further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, the selected respondent is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended. The City of Newburgh reserves the right to reject any Proposal from an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a Contract and appears on the Prohibited Entities list after Contract award. By submission of a Proposal to the City of Newburgh, Proposer thereby certifies their firm is in compliance with all aspects of this regulation.

BY ORDER OF THE CITY OF NEWBURGH

By: _____ Dated: 2/22/21

City Comptroller

"An Equal Opportunity, Affirmative Action Employer"

GERARD ASSOCIATES
CONSULTING ENGINEERS, P.C.

April 6, 2021

City of Newburgh Office of the Comptroller
Attention City Comptroller Todd Venning
83 Broadway, Fourth Floor
Newburgh, NY 12550

Re: RFP No. 3.21
Boiler Replacement and Conversion to Natural Gas
at 123-125 Grand Street
City of Newburgh, Orange County, New York

Please accept this proposal for Engineering Services in response to RFP No. 3.21, Boiler Replacement and Conversion to Natural Gas at 123-125 Grand Street, City of Newburgh, NY.

Gerard Associates Consulting Engineers, P.C. has been providing full-service mechanical (HVAC, plumbing, and fire protection) and electrical (power, lighting, and fire alarm) engineering services since 1993. Our office is located in Goshen, NY, approximately 20 miles from the project site.

We have familiarized ourselves with the RFP and are prepared to commence work on the project immediately upon contract award.

Thank you in advance for your consideration. Please feel free to contact me with any questions.

Respectfully submitted,

Gerry Hluchan
President

Enclosure

223 MAIN STREET
GOSHEN, NY 10924
TEL: (845)291-1272
FAX: (845)291-1939

info@GerardAssociates.com

GERARD ASSOCIATES
CONSULTING ENGINEERS, P.C.

RFP No. 3.21

Boiler Replacement and Conversion to Natural Gas at 123-125 Grand Street City of Newburgh, Orange County, New York

223 Main Street, Goshen, New York 10924
845.291.1272
www.GerardAssociates.com
Primary Contact: Gerard Hluchan, P.E.
Ghluchan@Gerardassociates.com

Submitted April 7, 2021

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    - Non-Collusive Bidding Affidavit

Summary of Qualifications

Gerard Associates Consulting Engineers, P.C. has been providing full-service mechanical (HVAC, plumbing, and fire protection) and electrical (power, lighting, and fire alarm) engineering services since 1993. The firm currently employs eight (8) full time staff members: three mechanical engineers (two licensed Professional Engineers), three electrical engineers (one licensed Professional Engineer), one CAD technician, and one administrative assistant. With a small office such as ours we are able to ensure principal level involvement on all size projects which enhances our attention to detail and increases our quality control measures. Over the course of time our firm has developed lasting relationships with clients based on our "hands on" approach to project implementation, knowledge of industry standards and codes, customer service, and attention to detail in all project phases. We have been providing these services to both the public and private sectors including, but not limited to: Enlarged City School District of Middletown, Goshen Central School District, Orange Ulster BOCES, Orange Regional Medical Center (Garnet Medical Center), Orange County Community College, Village of Goshen, Village of Nyack, County of Orange, and County of Dutchess.

Resumes for principal staff members for this project are attached.

Scott Ziegler, P.E., Vice President
Senior Mechanical Engineer

Mr. Ziegler has been working as a mechanical engineer since 2000. He has extensive experience in the design and review of mechanical, plumbing and fire protection systems for a wide variety of commercial and residential buildings. Experienced in New York State, New York City and other state and local governing codes.

Experience	Gerard Associates Consulting Engineers, P.C. 2013 - Present: Senior Mechanical Engineer responsible for mechanical, plumbing and fire protection design from preliminary scoping to final design and construction. Perform coordination reviews between MEP trades, architects and other consultants. OLA Consulting Engineers, P.C., Hawthorne, NY 2000 - 2013: Senior Mechanical Engineer. Project Manager and lead mechanical design engineer for major clients and projects. Mechanical Team Leader overseeing overall project design direction and providing technical design support for junior team members on projects involving mechanical, plumbing and fire protection systems.
Professional Engineering Licenses	New York
Accreditations	LEED Accredited Professional
Education	B.S. degree, Mechanical Engineering Technology, Rochester Institute of Technology, Rochester, NY

Gerard S. Hluchan, P.E., President
Principal

Mr. Hluchan has been involved in the construction industry since 1972, working as a tradesman while attending night school. He has been working in the consulting engineering field in Orange County, New York, since 1979. Mr. Hluchan has provided mechanical and electrical design and consulting services for a wide range of clients, including IBM, the State of New York, numerous municipalities and private companies. As the Senior Project Manager, he has been responsible for coordinating the efforts of engineering teams to assure quality design within each project's time schedule and budget constraints.

Experience	Gerard Associates Consulting Engineers, P.C. 1993 - Present: President and Senior Engineer for Mechanical and Electrical building systems design work. Responsible for project management and oversight of daily business operations. Fellenzer Engineering, Middletown, NY 1979 - 1993: Design Engineer and Project Manager for mechanical and electrical building system design work. Orange Community College, Middletown, NY 2001 - 2008: Adjunct Instructor.
Professional Engineering Licenses	New York, Maryland, Pennsylvania and Connecticut
Professional Affiliations	American Society of Heating, Refrigeration and Air Conditioning Engineers National Fire Protection Association
Education	A.S. degree, Orange Community College, Middletown, NY
Course Work	University of Dayton, Dayton, OH Dutchess County Community College, Poughkeepsie, NY Piedmont College, Charlotte, NC
Civic Affiliations	Goshen Chamber of Commerce, Past President City of Middletown Board of Education, Past President Town of Wallkill Zoning Board of Appeals, Past Chairman

Proposed Staff Allocation for the Boiler Replacement Project

Gerry Hluchan
Provide project oversight and management

Scott Ziegler
Provide overall project management and primary mechanical design

Billy Hluchan
Electrical Design

David Cutler
Assist with Mechanical Design

Karen Coello
Drafting and document coordination

Jacquie Gleeson
Administrative Support

Firm Staffing & Management

Gerry Hluchan
President
Principal - Electrical Engineer

John Trombino
Secretary
Principal - Mechanical Engineer

Scott Ziegler
Vice President
Principal - Mechanical Engineer

David Cutler
Mechanical
Design Engineer

Billy Hluchan
Electrical
Design Engineer

Rocco Landi
Electrical
Design Engineer

Karen Coello
Senior CADD Operator

Jacquie Gleeson
Administrative Coordinator

Availability for Project, and In-House Services

Currently, Gerard Associates has no major projects in the design phase. Our work load consists of construction administration on various projects including the Middletown School District, Bronxville School District and Central Hudson Gas & Electric. Additionally, we have a number of smaller design projects underway that have relatively short time commitments.

We are available, and have the capacity to begin the Boiler Replacement Project immediately upon contract award.

All of the field work, mechanical, plumbing and electrical design, and preparation of bid documents will be provided by in-house Gerard Associates' personnel. The inspection of the chimney and testing for asbestos will be completed by other firms, to be contracted by Gerard Associates. We have approached several qualified firms regarding this work, and will choose the appropriate consultants based on availability and cost upon contract award.

Work Plan Approach

Concept/Schematic Phase

- Meet with City of Newburgh personnel to review project goals.
- Perform an initial site survey of the Boiler Room to evaluate equipment and existing service areas.
- Conduct inspection of chimney.
- Test boiler flues for asbestos.
- Review of existing HVAC drawings to be provided by the County
- Meet with City personnel to review project.

Design Development Phase

- Perform detailed site survey of mechanical and electrical systems as required to complete the design.
- Select appropriate replacement boilers, pumps and appurtenances.
- Prepare Design Development drawings to include demolition and new work.
- Identify issues that need to be resolved.
- Provide Design Development submission to the City for review.

Construction Document Phase

- Refine design and develop installation details for replacement boilers, including all electrical power and controls.
- Prepare Construction Document drawings and technical specifications for mechanical, plumbing and electrical trades.
- Incorporate City of Newburgh provided "front end" documents into project manual to prepare for bidding.
- Meet with City personnel to review Construction Document submission.

Bid Phase

- Attend bid walk through for prospective contractors.
- Provide written clarifications and responses to questions submitted by contractors.
- Prepare written addendums as required.
- Assist the City in receiving bids.
- Prepare bid analysis and make recommendations to the County for award of contracts.

Construction Phase

- Construction Administration services are excluded from this proposal.

Schedule

- Assuming timely exchange of information with the City and facility personnel, the bid documents will be complete within five (5) to seven (7) weeks of contract award for design services.

Staff Allocation

Anticipated personnel hours for the project:

Scott Ziegler - 84 total hours

- Site survey work for plumbing and mechanical
- Senior Designer for plumbing and mechanical
- Specifications for plumbing and mechanical
- Project management and coordination
- Bidding

David Cutler - 80 total hours

- Assist with site survey work for plumbing and mechanical
- Heat loss calculations for boiler sizing
- Equipment selection
- Design of piping and details

Gerry Hluchan - 8 total hours

- Overall project review and coordination

Billy Hluchan - 24 total hours

- Site survey for electrical work
- Electrical design
- Electrical specifications

Karen Coello - 32 total hours

- Preparation of CAD drawings based on available documentation and field verified measurement
- Drafting of mechanical, plumbing and electrical designs

Jacquie Gleeson - 40 total hours

- Administrative Support

Project Experience

Astor Services for Children & Families
Rhinebeck, NY

Client: Mauri Architects, 73 Mansion Street, Poughkeepsie, NY 12601
Brandon Petrella, RA AIA, 845-452-1030
Astor Services, 6339 Mill Street, Rhinebeck, NY 12572
Sean McLaughlin, Assistant Director of Operations, 845-871-1000

Design of Boiler System Replacement

- (2) new 1,200 MBH fuel oil fired hot water boilers
- New circulation pumps with VFD starters
- New expansion tank
- New valves, piping and fittings
- New control system
- New electrical power and lighting

- Key Design Personnel: John Trombino, P.E.
- Completion: August, 2020

Church of the Sacred Heart
Hartsdale, NY

Client: Archdiocese of New York, 201 Seminary Ave., Yonkers, NY 10704
Aramark - Project Manager
A. Oseiwa Opoku Oaklinton, Assoc. AIA, 914-476-1058

Design of Boiler System Replacement

- (2) new 2,400 MBH natural gas fired steam boilers
- New condensate receiver
- New steam to hot water heat exchanger and expansion tank
- New circulation pumps with VFD starters
- New valves, piping and fittings
- New controls
- New electrical power and lighting

- Key Design Personnel: John Trombino, P.E.
- Completion: Summer, 2021

Project Experience

Enlarged City School District of Middletown
Middletown, NY

Client: KG&D Architects, 235 Main Street, Mt. Kisco, NY 10549
Walt Hauser, AIA, Principal, 914-666-5900
Enlarged City School District of Middletown, 223 Wisner Ave, Middletown, NY
Bill Bartlet, Director of Facilities, 845-326-1194

Twin Towers Middle School -

Design of Boiler System Replacement

- (2) new 4,000 MBH natural gas fired hot water boilers
- New circulation pumps with VFD Starters
- New expansion tanks
- New valves, piping and fittings
- New flue piping and chimney
- New control system integrated with BMS
- New electrical power and lighting

Monhagen Middle School -

Design of Boiler System Replacement

- (2) new 4,000 MBH natural gas fired hot water boilers
- New circulation pumps with VFD Starters
- New expansion tanks
- New valves, piping and fittings
- New control system integrated with BMS
- New electrical power

- Key Design Personnel: Scott Ziegler, P.E.
- Completion: September, 2016

Project Experience

LaGrange Fire District
Town of LaGrange, NY

Client: Battoglia Lanza Architecture, 209 Old Route 9, Fishkill, NY 12524
Bernard Lanza, AIA, President, 914-762-4377
LaGrange Fire District, 504 Freedom Plains Rd, Poughkeepsie, NY
Bria Le, District Secretary, 845-471-4693

Design of Boiler Replacement

- New 420 MBH oil fired hot water boiler
- New variable speed circulation pumps
- New expansion tank
- New valves, piping and fittings
- New controls
- New electrical power connections

- Key Design Personnel: John Trombino, P.E.
- Completion: October, 2019

Professional References:

Walt Hauser, AIA Principal
KG&D Architects
235 Main Street, Mt. Kisco, NY 10549
whauser@kgdarchitects.com
914-666-5900

Bill Bartlett, Director of Facilities/Buildings & Grounds
Enlarged City School District of Middletown
223 Wisner Avenue, Middletown, NY 10940
William.bartlett@ecsdm.org
845-326-1194

Mark Coleman, Director of Operations
Orange Ulster BOCES
53 Gibson Road
Goshen, NY 10924
Mark.Coleman@ouboces.org
845-291-0150

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jason D. Hoffman Insurance Agency LLC 301 Main Street, Suite 2F Goshen NY 10924	**CONTACT NAME:** Jason Hoffman **PHONE (A/C, No, Ext):** 8452394787 **FAX (A/C, No):** **E-MAIL ADDRESS:** jason@jhoffmaninsurance.com
INSURED Gerard Associates Consulting Engineers, PC 223 MAIN ST GOSHEN NY 10924-2195	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** MAIN ST AMER ASSUR CO — 29939 **INSURER B :** NGM INS CO — 14788 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			BPU5121W	01/26/2021	01/26/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BPU5121W	01/26/2021	01/26/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [X] DED [ ] RETENTION $ 10,000			CUU5121W	01/26/2021	01/26/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCU5121W	01/26/2021	01/26/2022	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GERAR-1 OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER 585-385-0428 Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Matthew R. Mullard	CONTACT NAME: PHONE (A/C, No, Ext): 585-385-0428 FAX (A/C, No): 585-662-5755 E-MAIL ADDRESS: smiller@poole-ny.com
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Beazley USA Servs, Inc. — 37540
INSURED Gerard Associates Consulting Engineers, P.C. 223 Main Street Goshen, NY 10924	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Prof. Liability			V1083C211001 INCREASE LIMIT 10/31/2018	04/01/2021	04/01/2022	PER CLAIM AGGREGATE	2,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER EVIDE-1

Gerard Associates Consulting Engineers, P.C.
223 Main Street
Goshen, NY 10924

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matthew Mullard

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Fee Proposal

Gerard Associates Consulting Engineers, P.C. proposes to provide Engineering Services for the Boiler Replacement Project in accordance with the scope of work delineated in the City of Newburgh RFP No. 3.21 for a lump sum fee of $40,260.00.

As requested in the RFP, following is a Schedule of Values for the tasks required:

Plumbing Engineering	$ 1,920.00
Mechanical Engineering	$ 12,960.00
Electrical Engineering	$ 2,880.00
CAD Drafting	$ 2,160.00
Asbestos Testing	$ 4,400.00
Chimney Inspection	$ 4,500.00
General Project Management	$ 8,800.00
Bidding	$ 2,640.00

Additional services not included in the identified scope of work shall be billed based on our standard rate schedule.

GERARD ASSOCIATES
CONSULTING ENGINEERS, P.C
223 MAIN STREET, GOSHEN, NY 10924

2021 RATE SCHEDULE

Hourly Rates

Principal Engineer	$ 180.00
Senior Engineer	$ 150.00
Staff Engineer	$ 120.00
CAD Technician	$ 90.00
Administrative Support	$ 70.00

Reimbursable Expenses

Travel	$ 0.56/mile, plus tolls
Printing	
Paper Drawing Prints	$ 0.35/square foot
8.5" x 11" BW Copies	$ 0.10/sheet

Rates are subject to change upon notice by the Engineer

Certification Pursuant to Section 103-g of the New York State General Municipal Law

IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT

Boiler Replacement and Conversion to Natural Gas at 123-125 Grand Street

RFP No. 3.21

City of Newburgh, New York

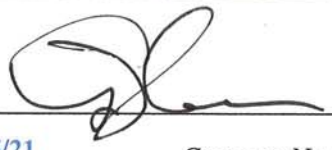
4.1 By submission of this Bid/Proposal, each Bidder/Proposer and each person signing on behalf of any Bidder/Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

4.2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Bidder/Proposer cannot make the foregoing certification set forth in Paragraph A above, the Bidder/Proposer shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the Bid/Proposal is made, or his/her designee, may award a Bid/Proposal, on a case by case business under the following circumstances:

2.1 The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2.2 The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Name: Gerry Hluchan Title: President

Signature: 

Date: 04/05/21 Company Name: Gerard Associates Consulting Engineers, P.C.

Appendix D

NON-COLLUSION BIDDING AFFIDAVIT

Boiler Replacement and Conversion to Natural Gas at 123-125 Grand Street

RFP No. 3.21

City of Newburgh, New York

STATE OF:)

) SS:

County of:)

I, Gerry Hluchan of the Town, Village, City of Middletown

in the County of Orange and the State of New York

of full age, being duly sworn according to law on my oath depose and say that:

I am President, an officer of the firm of Gerard Associates Consulting Engineers, PC

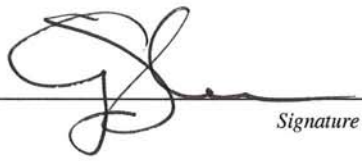
the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as OWNER relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established

commercial or selling agencies maintained by Gerard Associates Consulting Engineers, PC

Contractor Name

Subscribed and sworn to Gerry Hluchan (*Name of Affiant*) President (*Title of Affiant*)



Signature of Affiant

before me this 5th day of April, 2021

Affix Notary Seal or Stamp below

Notary Public of New York

My commission expires: 02/20/2023

Jacqueline Gleeson
Notary Public, State of New York
No. 01GL6055268
Qualified in Orange County
Commission Exp: February 20, 2023

Notary Signature:

RESOLUTION NO.: 127 - 2021

OF

MAY 24, 2021

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 185 BROADWAY (SECTION 36, BLOCK 1, LOT 2) AT PRIVATE SALE TO ALBERTO MARTINEZ, MARK CONNELL AND PAUL GUILLARO D/B/A HUDSON VISIONARY DEVELOPMENT, LLC FOR THE AMOUNT OF $180,000.00

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 185 Broadway, being more accurately described as Section 36, Block 1, Lot 2, 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 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 August 27, 2021, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
185 Broadway	36 – 1 – 2	Alberto Martinez Mark Connell Paul Guillaro d/b/a Hudson Visionary Development, LLC	$180,000.00

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
185 Broadway, City of Newburgh (SBL: 36-1-2)

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 **2020-2021**, 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 **2020-2021**, 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 Purchaser** 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.**
11. Provided that the sale is not subject to an owner-occupancy restriction, the 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.
12. 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.
13. 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 <u>not</u> 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.
14. 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.
15. 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.**
16. 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.
17. 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.

18. 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.
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. 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.
21. 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 **$18,000.00** 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

Hudson Visionary Development, LLC

BY:

Date: _____ Date: _____

_____ _____

Alberto Martinez Mark Connell

Date: _____

_____

Paul Guillaro

FROM THE DESK OF ALBERTO MARTINEZ

3/26/2021

City of Newburgh
David Kohl
Department of Planning and Development
123 Grand Street, 1st Floor
Newburgh, NY 12550

Property Address: 185 Broadway, Newburgh, NY 12550

Dear Mr. Kohl:

My name is Alberto Martinez, a resident of City of Newburgh for 31 years. My wife and I are raising our children in the City of Newburgh. We both are graduates of Newburgh Free Academy.

I have been able to connect a great team of local workers to form and operate a successful contracting business. My goal is to help the community with their construction needs. I do remodeling, renovation, upgrades, and compliance issues.

In January 21, 2021, I presented an offer for the above mentioned property. The PODA application was done with Dino Mavrosgiannis as my business partner. At this time, Dino will **not** been able to continue. For personal reasons Dino is out of the country for an indefinite period of time.

I would like to continue my plans to rehabilitate this property and create a good source of housing as well as run a full service laundromat from the property.

At this time, Father Mark Connell, Paul F. Guillaro and I are all partners in Hudson Visionary Development LLC . This entity will be purchasing the property and running laundromat.

Father Mark Connell is a community leader in the Latino Community in Newburgh. He is the founder-director of Saint Miguel Academy on Renwick Street. He is also a long time resident of the City of Newburgh. He does not own any properties other that his home.

I, personally, own no properties in the City other than my personal residence.

Paul Guillaro owns no properties in the City.

Sincerely,

Alberto Martinez

Proposal Form

Contact Information:

Name: Alberto Martinez, Mark Connell and Paul Guillaro
Business Name (If Applicable): Hudson Visionary Development LLC*
Address: 284 Fullerton Ave
City, State & Zip: Newburgh NY 12550
Home phone: 845 772 1179
Business Phone: 845 772 1179
Mobile Phone: 845 772 1179
E-mail: Connell.Sanmiguel@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 X 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 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.): 284 Fullerton Ave, Newburgh
284 Fullerton Avenue, Newburgh, NY --- Owner Occupied - Mark Connell
95 Overlook Place, Newburgh, NY --- Owner Occupied - Alberto Martinez

Are you current on all municipal obligations (taxes, water charges, etc.)?
Yes X No ___ (attach explanation) N/A ___ (No property owned in City of Newburgh)
☒ Verified (Internal Office Use Only); Date Verified 4/1/2021

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 4/1/2021

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

* THE PARTNERS MAY BE TAKING TITLE IN A DIFFERENT, NEWLY-FORMED LLC.

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: 185 Broadway, Newburgh, NY 12550

S-B-L#: 36-1-2

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__X__ No___

____ Commercial ____ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: $ 180,000
(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: **$** 125,400

Who will be doing the work? __X__ 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: Martinez Contracting Inc
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.	ORANGE HILL GLOBAL BISTRO 82 ROUTE 12K 95 OVERLOO PL NEWBURGH, NY	84 BEACON ST
Role (i.e. owner, partner, general contractor, architect, investor.)	GENERAL CONTRACTOR	
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Existing buildings req. substantial renovations	
Property Type: (i.e. single-family, multi-family rental or commercial.)	commercial & residential	
Number of Buildings in Project		
Total Number of Residential Units in Project/Building		
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs		
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.)		

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:

- Description of renovation plan with preliminary budget
- Verification of financial capacity
- 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: 18 Mar 2021

Print Name: Mark Connell / Alberto Martinez 18 Mar 2021

x / x Paul F. Guillaro 19 Mar 2021

Submit Application to:

Department of Planning & Development
City Hall, 83 Broadway
Newburgh NY 12550

PODA Addendum

(for applications submitted prior to April 26, 2021)

*Completion of this PODA Addendum is optional.: You may answer some, all, or none of the questions. Answering any of the questions below may result in the addition of bonus percentage amounts to your purchase offer. Failure to answer the questions below will not invalidate your application. It will only result in ineligibility for bonus additions to your purchase offer.

Do you intend to reside in the property for which you are bidding? ☐Yes ☒ No

If yes, do you intend to reside in the property for more than 5 years? ☐Yes ☒ No

If yes, do you intend to reside in the property for more than 10 years? ☐Yes ☐ No

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

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

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

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

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

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

Are you a member of any of the following ethnic or racial minority groups? (You may check more than one designation, if applicable)

☐Black or African American
☐Asian
☐Other _____
☒Hispanic or Latino
☐American Indian
☐I do not wish to furnish this information.

ALBERTO MARTINEZ
(Print Name)

(Print Name)

(Signature)

(Signature)

4/30/2021
(Date)

(Date)

DocuSign Envelope ID: 00858C07-33E0-4080-8503-8A12B04AA051

Property Address:	185 BROADWAY, NEWBURGH, NY 12550
Buyer Name:	Alberto Martinez

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	Yes	03/22/2021	4000	6000	10,000.00
GUTTERS/DOWNSPOUTS	Yes	03/23/2021	1000	500	1,500.00
WINDOWS	Yes	03/24/2021	4000	2000	6,000.00
DOORS	Yes	03/24/2021	1000	500	1,500.00
SIDING/TRIM/EXTERIOR PAINTING	Yes	03/24/2021	2000	2000	4,000.00
FOUNDATION	Yes	03/24/2021	1500	500	2,000.00
STEPS, PORCHES, DECKS	Yes	03/25/2021	1500	500	2,000.00
LANDSCAPING	Yes	03/25/2021	500	1500	2,000.00
OTHER:	No				
EXTERIOR REPAIR SUBTOTAL			15,500.00	13,500.00	29,000.00

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	Yes	03/29/2021	3000	3000	6,000.00
REMEDIATION - LEAD AND/OR ASBESTOS	Yes	03/29/2021	500	2000	2,500.00
HEATING SYSTEM (FURNACES)	Yes	03/25/2021	7000	5000	12,000.00
HOT WATER HEATERS	Yes	03/29/2021	1500	1000	2,500.00
PLUMBING	Yes	03/29/2021	3000	5000	8,000.00
ELECTRIC	Yes	03/30/2021	2000	5000	7,000.00
BATH(S)	Yes	03/29/2021	3000	4000	7,000.00
KITCHEN(S)	Yes	03/31/2021	4000	6000	10,000.00
INSULATION/DRYWALL	Yes	03/31/2021	2000	6000	8,000.00
INTERIOR DOORS	Yes	03/31/2021	2000	2000	4,000.00
TRIM/INTERIOR PAINTING	Yes	03/31/2021	2000	6000	8,000.00
FLOORING	Yes	04/01/2021	4000	6000	10,000.00
OTHER:	No				
INTERIOR REPAIR SUBTOTAL			34,000.00	51,000.00	85,000.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.	No				
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)				.10	11,400.00
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY					125,400.00

TOMPKINS

< Back to Account List

Account: Paul Guillaro save

Account Transactions Refresh

Account Type: Savings
Account Name: Paul Guillaro save

Available Balance:	Current Balance:	Collected Balance:
$1,140,698.39	$1,140,698.39	$1,140,698.39

Transaction Dates:

Advanced Transaction Search

Date Range

03/01/2021 To 03/18/2021 Search

Date	Check/Ref #	Description	Debit	Credit	Balance
03/15/2021		Transfer to DDA Transfer SV x0612 to, CH x6522 TMID:51f5f852-b4e0-4	$30,000.00		$1,140,698.39
03/15/2021		Transfer to DDA Transfer SV x0612 to, CH x1325 TMID:f31dbf3f-33b6-4	$15,000.00		$1,170,698.39
03/10/2021		Transfer from DDA Transfer CH x1275 to, SV x0612 TMID:0835cac4-8a2e-4		$874,000.00	$1,185,698.39
03/02/2021		Transfer to DDA Transfer SV x0612 to, CH x1275 TMID:8eeb7059-e0d1-4	$875,000.00		$311,698.39
03/02/2021		Transfer to DDA Transfer SV x0612 to, CH x9428 TMID:7997d123-3c5f-4	$20,000.00		$1,186,698.39
Viewing 1 - 5 of 5 transactions		100	**($940,000.00)**	**$874,000.00**	

Cross Property 360 Property View

185 Broadway, Newburgh, NY 12550, Orange County

Listing

MLS#:	**6018866**	***Active***	List Price:	**$199,900**	
Addr:	**185 Broadway**				
PO:	**Newburgh**		County:	**Orange County**	
City/Town:	**Newburgh City**		Zip:	**12550-6276**	
Village:	**None**		Hamlet/Loc:		
COM Type:	**Multi-Family**		SubType:	**Duplex/Triplex/Fourp**	
Tran Type:	**Sale**		Complex:		
Bldg Size:		Levels:	Sqft/Av Spc:	**4,640**	
Lot Size:	**0.0537 Acres**		Zoning:	**Commercial**	
		LSC:	**Price Decrease**	Last Ext:	**EXT**

Current Use:	**Mixed**			Permit Use:	**Business, Residential**		
Building Class:		Invest Prop?:		Street Type:		# Ttl Units:	**5**
Elevator:		Sprinkler:		Wkend Svc:		# Res Units:	**4**
Ceiling Height:		Grs Lse Area:		Yr Blt:		Yr Renovated:	
Elec Co:				Elec Amps:		# Bldgs:	**1**
Elevator Type:		Floor Num:		Elec Phase:		# Docks:	
Parking:	**Street Parking**			Elec Volts:		# Dv/Grd Drs:	
Traffic Count:				Ovrhd Dr Hgt:		RE Included:	

Tax ID#:	**331100.036.000-0001-002.000/0000**			Assum Mort:		Tot Inc Yr:	
Tax:	**$7,719**	Tax Year:	**2020**	Assmt:	**$137,400**	Tot Exp Yr:	
Cap Rate:		Grs Rent Mult:		Ann Bus Inc:		Ann Rent Inc:	

Inc/Exp Info:		Eff Gross Inc:		Grs Op Inc:		Financial Year:	
Debt Info:		Loan Info:		Net Op Inc:		Net Op Inc:	
Pre-Tax Csh Flw:		Due In:		Interest Rate:		Ann Debt Svc:	
Amortized Over:		Net Lse Invest:		Down Paymnt:		Occupancy:	
Tenancy:		Price Confid:		Prp On Grd Ls:		Parking Ratio:	
Utilities:							

Amenities:			
Includes:			
Excludes:			
Heat Zones/Type:	**Base Board**	Fuel:	**Natural Gas**
A/C:	**None**	Water:	**Municipal**
Garbage:		Sewer:	**Municipal**
Plumbing:		Hotwater:	**Gas Stand Alone**
Construction:	**Frame**	Gas Avail:	
Lot Description:	**Level**		
Location Desc:	**See Remarks**		

Public Remarks

Great opportunity to be in the heart of the Newburgh Business District. Amazing opportunity for your business – spacious storefront (formerly a laundromat) with lots of potential and possibilities - some equipment included. High visibility and traffic count - great commercial location. Brick building consisting of storefront with four apartments. Move your business in and let your tenants supplement your income! All separate utilities. City of Newburgh owned property. All offers subject to final approval by City Council. Seller will only proceed with an owner occupied buyer or business owner housing their storefront. Offers with financing must be accompanied by pre-qual letter; cash offers with proof of funds. Sold as-is. See member's remarks for property access and offer presentation requirements.

Agent Only Remarks

Buyer and agent must sign the attached Release of Liability form before accessing property and for lock box code. Access the form www.riverrealty.com/offers_newburgh. Present all offers at www.riverrealty.com/offers_newburgh. Free-standing laundry machines are not included in the sales price but are available for an additional price; concrete mixer, tile saw and scissor lift not included and will be removed prior to closing. There is no CO for the apartments, anyone buying this will have to go through the CO process to legalize the apartments - as per the city.

Show Instr:	**Buyer and Agent must sign attached form. E-Mail signed form to Showings@Riverrealty.com OR fax to 845-564- 0700.**
Access for Show:	**Broker**
Improvements:	
Directions:	**East on Broadway. Property is on the left, past William Street and before Clark Street.**

Appt Ph:		Appt Ph 2:		DOM:	**245**
Owner:	**City Of Newburgh**	REO:	**Yes**	Org Price:	**$224,900**
LA:	**(28180) Brian T. Smith**	LA Ph:	**(845) 486-1100**	Mod/Excl:	**NONE**
LA Email:	**bsmith@riverrealty.com**			List Dt:	**02/26/2020**
				On Market Dt:	

River | Realty
Services, Inc.

Kerly Scialpi
845.597.4617 direct
845.564.2800 x117 office | 845.564.0700 fax
E-mail: Kscialpi@riverrealty.com

PURCHASE AGREEMENT

Date: 1/25/2021

I (We) HUDSON VISIONANRY DEVELOPMENT LLC propose to purchase 185 BROADWAY, NEWBURGH, NY 12550 owned by CITY OF NEWBURGH.

Terms of the offer as follows:

Purchase Price:	$180,000
Seller Concession (if applicable)	-0-
Amount due on contract signing:	$18,000
Mortgage Down Payment (LTV _____ %):	N/A
Amount due at closing:	$162,000
Contracts to be signed on or about:	ASAP

Closing to be (X on or about) or (_____ on or before): 4/27/2021

Personal Property included in sale: As per listing

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

The sale is contingent upon purchaser securing a _____ mortgage commitment in the amount of _____.

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with _____ is (are) the recognized broker (s) who affected this "meeting of the minds" and will be paid the brokerage commission of _____ 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:

ALBERTO MARTINEZ
Purchaser

Seller

PAUL F GALLARDO
Purchaser

Seller

Mark Connell
Purchaser Address

Seller Address

Purchaser Phone

Seller Phone

NYDIA BARHAM
Purchaser Attorney

Seller Attorney

_____ / _____
Purchaser Attorney Phone / E-mail

_____ / _____
Seller Attorney Phone / E-mail:

Agent Name: Kerly Scialpi of River Realty Services, Inc.
Phone: 845 597 4617 Fax: 845 564 0700
Email: Kscialpi@riverrealty.com

Listing Agent: _____ of _____
Phone: _____ Fax: _____
Email: _____

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Kerly Scialpi _____ of River Realty Services Inc. _____

(Print Name of Licensee) *(Print Name of Company, Firm or Brokerage)*

a licensed real estate broker acting in the interest of the:

☑ Seller as a (*check relationship below*)

- ☐ Seller's Agent
- ☐ Broker's Agent

☐ Buyer as a (*check relationship below*)

- ☐ Buyer's Agent
- ☐ Broker's Agent

☐ Dual Agent

☐ Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☐ Advance Informed Consent Dual Agency

☐ Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure form:

Signature of ☑ Buyer(s) and/or ☐ Seller(s):

_____ _____

Alberto Martinez _____

Date: 11/25/21 Date: _____

TO BE PLACED ON PLANNING & DEVELOPMENT DEPARTMENT LETTERHEAD

NOTICE TO PROSPECTIVE PURCHASERS
185 Broadway, Newburgh, New York

Should the Newburgh City Council approve the sale of 185 Broadway, Newburgh to you, you will be required to, among other things, bring the property into complete compliance with all State, County and City building, housing, plumbing, electrical, fire prevention, life safety and health statutes, codes, rules and regulations and shall obtain, within such time period, a Certificate of Occupancy for all buildings and structures located on the property within eighteen (18) months of closing.

In connection with that requirement, be advised that a portion of the structure at the rear of the property continues onto property known as 187 Broadway and is accessible by an interior access point across the property line. Any Certificate of Occupancy or Certificate of Compliance issued by the City of Newburgh shall require the sealing of the interior doorway access that connects the two properties and disconnection of utility services that may be shared between the two properties.

X _____ 3/18/21
Acknowledged Date

X _____ 3/18/21
Acknowledged Date

X _____ 3/19/21
Acknowledged Paul F. Guillaro Date

_____ _____
Acknowledged Date

Property Proposal Summary

Location:	**185 Broadway**
Tax Map Number:	36-1-2
Property Class:	481—Attached Row Building
Zoning:	BC—Broadway Corridor (East End Historic District)
Description:	Attached Mixed Use Row House; Commercial Space on 1st Floor; 4 Apartments on upper floors; Year Built (1900+/-); 3733sf; lot size: 26 x 90
Condition:	Fair
Assessed Value:	$220,800 (2020 Assessment)
Annual Taxes:	$ 10,969 +/-
Selling/List Price:	$199,900
Date city acquired:	April 2017

Offer Information:

Name:	Alberto Martinez, Mark Connell & Paul Guillaro (Hudson Visionary Development LLC—Note: The partners may be taking title to the property in a different, newly-formed LLC name.)
Offer Price:	**$180,000**
Construction Estimate:	$125,400 +/-
Proof of Financing:	Tompkins Mahopac Bank account.

Comments: This property was acquired by the City of Newburgh through an *In Rem* action in 2000. This property, along with 182 Broadway and 189 Broadway, was sold by the City Council in 2001. The City once again re-acquired this property through an *In Rem* action in 2017.

Mr. Martinez and his partners plan to restore the laundromat on the first floor and operate it as his own family-run business. The first floor area needs the most work, although the upper floors need some repair work to be able to be rented once again. Ideally, the partners hope to create four affordable, 1-bedroom apartments.

Mr. Martinez has had a construction business in the City of Newburgh for many years. He has renovated several buildings in the City of Newburgh, even some formerly City-owned buildings. He is partnering with Father Mark Connell who is a founder-director of San Miguel Academy. Father Connell has an interest in maintaining affordable units in the building. (Refer to the "Marketing and Listing History" for more information.)

185 Broadway Photos

Marketing and Offer History – 185 Broadway

Current Marketing and Offer History

- The property was placed back on the market on October 8, 2020. (See below for the Prior Marketing and Listing History.)
- River Realty sent us this offer of $160,000 from Mr. Herzcl on October 14, 2020 for 185 Broadway.
- River Realty sent another offer for $50,000 on October 15, 2020.
- River Realty submitted a third offer for $162,000 on October 16, 2020.
- After consideration of all three offers by our internal review team, at the beginning of November all three bidders were asked to submit their "highest and best" offers by November 30, 2020. The two other offers – not Mr. Herzcl's – were also required to clear up certain Code Compliance issues by November 30, 2020.
- On November 30, River Realty submitted the final offer from Mr. Herzcl for $175,000; the second highest bid was for $162,000; and the third bid was for $125,000. The other two bids had not resolved their Code Compliance issues by the November 30 deadline. Their offers were rejected. Mr. Herzcl's offer was also rejected because the source of funds for purchase and renovation was not felt to be satisfactory according to a review by our Corporation Counsel's Office.
- On December 12, 2020, following River Realty's recommendation, the list price of 185 Broadway was reduced to $199,900.
- On December 16, 2020, Mr. Herzcl resubmitted a new source of funding for the project along with more complete documentation. The revised offer was re-evaluated by the internal review team.
- It was decided to postpone a final decision on the purchase recommendation because there had been renewed interest in the property since the recent list price reduction. The City Council has also expressed a strong interest in having an owner-occupied business run by a local resident.
- On February 4, an application was received from Alberto Martinez and Augustino Mavrosiannis for $180,000. The application was supplemented by a letter from Mr. Martinez dated February 8. Mr. Martinez clarified that he and his partner would be forming an LLC to run the first floor laundry as an owner-occupied business. Mr. Martinez is a long-term resident (more than 30 years) of the City of Newburgh. He is also an active building contractor in the City of Newburgh; he has renovated over a dozen buildings in the past several years.
- On February 19, we received an application for $100,000 from Singh, Sawhney and Cimillo. Apparently, they will be running the laundry business on the first floor, but that needs clarification. None of the applicants are City of Newburgh residents.
- On February 19, we received an application for $160,000 from Austin Dubois. He is a resident and business owner in the City of Newburgh. He currently rents space for his law office in the City of Newburgh and is looking to relocate his practice to the first floor of 185 Broadway. He will also renovate the four apartment on the upper two floors into two large apartments.
- On February 22, we were notified by River Realty that there was another pending, but incomplete offer.

- On February 26, we were notified that there was another incomplete offer. We asked River Realty to notify any pending, incomplete offers that they had to have all materials into River Realty by Wednesday, March 3.
- As of March 3, per River Realty, one of the pending offers withdrew and no additional information has been provided by the other pending, incomplete offer.
- On March 4, the four complete offers were reviewed by the internal review team. Three of the offers had outstanding Code or unpaid municipal obligations. It was decided to give them 30 days to cure. All applicants also had to sign an acknowledgement that the rear interior access to 187 Broadway needed to be sealed.
- On March 9, letters went out to three of the applicants (Martinez, Dubois and Singh) stating that they had 30 days to cure any municipal obligations or Code issues. They also needed to sign the interior access acknowledgement.
- As of April 5, all Code and municipal obligation issues had been resolved by the three applicants. All applicants had submitted a signed acknowledgement. Mr. Martinez had revised his application in include two different partners.
- We asked all applicants to submit their "highest and best" offers by Friday, April 9.
- On Tuesday, April 27, all four applicants were asked to submit the PODA Addendum, to determine the applicability of any of the bonuses outlined in the Surplus Property Disposition Policy passed by the City Council on Monday, April 26. We requested that the PODA Addendums be submitted by Friday, April 30.
- We received three PODA addendums – from Dubois, Martinez and Herzcl – by Monday, May 3. No PODA addendum was received from Singh. The most recent "highest and best" offers were adjusted according to the bonus structure set forth in the Surplus Disposition Policy.
- The highest adjusted offer was from Martinez. River Realty notified the other buyers that we would be recommending the Martinez offer to the City Council for their approval at the May 20 Work Session.

<u>Prior Marketing and Offer History</u>

- River Realty began listing the property on 2/26/2020. The initial list price was $224,900.
- The first offer of $60,000 was received on May 6, 2020. The offer was rejected by the Department of Planning and Development for being significantly below the list price and broker's estimated value.
- The second offer of $20,000 was received on May 22, 2020. The offer was rejected by the Department of Planning and Development for being significantly below the list price and broker's estimated value.
- Joseph Mullokandov offered $150,000 on 5/28/2020.
- Department of Planning and Development countered with an offer price of $190,000.
- Joseph Mullokandov countered with an offer of $160,000.
- There were no other offers on this property.
- This offer was presented to Council at the July 9, 2020 Work Session.
- The offer was tabled by the City Council at the July 13, 2020 Meeting.
- The offer was approved (Res. 203-2020) at the September 14, 2020 Council Meeting.

- Mr. Mullokandov's attorney notified our Corporation Counsel's Office on October 7, 2020 that Mr. Mullokandov had withdrawn his offer for both 185 Broadway and 182 Broadway.

185 Broadway Offer Comparisons

185 Broadway Potential Buyers	Offer Price/Date Received (Current List Price: $199,900)	Highest & Best Offer + bonuses (if applicable)	Offer Contingencies	Financing	Proposed Use	Repair Estimate	Current on Municipals on other properties owned in the City of Newburgh (as of 4/1/21)	Any Outstanind Violations/Rental License Status	Additional Comments
Moishe Herczl	$175,000 11/30/2020	$210,000 (no bonuses)	Marketable title, no monetary violations	Cash (Private funds)	He plans to run the laudromat once it is renovated and functioning	$100,000+/-	N/A	N/A	He has been approved to purchase 182 Broadway; he had been scheduled to close on that property on March 17, but that apparently did not happen.
Alberto Martinez/Mark Connell/Paul F.Guillaro	$180,000 2/4/2021 (Revised 3/26/2021)	$180,000 + $36,000 (20% min. 5-yr Newburgh Resident) + $36,000 (20% Identified Minority Group) = $252,000	Attorney review	Cash (Private Funds)	Mr. Martinez and his famly will run the laudromat. The second and third floor apartments plan to be affordable units.	125000+/-	Current	N/A	Mr. Martinez has been the contractor on several former City-owned properties and non-City owned properties. He has successfully completed these renovations. Father Mark Connell is a founder/director of San Miguel Academy in Newburgh.
Jaspreet Singh Jaskkaran Sawhney Dennis Cimillo	$100,000 2/19/2021	$100,000 (no bonuses) PODA Addendum not submitted	Attorney review, Clear title	Cash (Private funds)	They will run the laundromat as an owner-occupant business	$249,000+	Current	None	Singh & Sawhney purchased and successfully rehabbed a formerly City-owned property at 93 Hasbrouck Street
Austin Dubois	$160,000 2/19/2021	$180,000 + $36,000 (20% - min. 5-yr Newburgh Resident) = $216,000	Attorney review, Engineer Inspection	Rhinebeck Savings	Purchaser will operate his law office on the first floor; he will convert the 4 small aprtments on the upper floors into two large family-sized apartments	$100,000+/-	Current	None	Wants to relocate his law practice office (currently renting at 299 Washington St) to a more central location in the City of Newburgh.

RESOLUTION NO.: 128 - 2021

OF

MAY 24, 2021

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 318 NORTH MONTGOMERY STREET (SECTION 4, BLOCK 7, LOT 6) AT PRIVATE SALE TO DARNELL DODSON FOR THE AMOUNT OF $300,000.00

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 318 North Montgomery Street, being more accurately described as Section 4, Block 7, Lot 6 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 is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before August 27, 2021, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
318 North Montgomery Street	4 – 7 – 6	Darnell Dodson	$300,000.00

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
318 North Montgomery Street, City of Newburgh
(SBL: 4-7-6)

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 **2020-2021**, 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 **2020-2021**, 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.**
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 <u>not</u> 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 ten (10) 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 ten (10) years thereafter, provided that within said ten (10) 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 **$10,000.00** 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: _____

_____

DARNELL DODSON

DARNELL DODSON
10 West 132nd Street
Apartment 6A
New York, NY 10037
DDodson917@Gmail.com

Tuesday April 27, 2021

City of Newburgh

David Kohl

Department of Planning and Development

123 Grand Street, 1st Floor

Newburgh, NY 12550

Regarding: Darnell Dodson

Property Address: 318 North Montgomery Street Newburgh, NY 12550

Dear Mr. Kohl,

I hope this letter finds you well. My name is Darnell Dodson and I am writing in an effort to purchase the historic Victorian style house on the corner of North Montgomery Street. The idea of owning this property and restoring the home to it's full potential is nothing short of exciting and a true passion for me. I currently live in New York City where I work in a executive position at Ralph Lauren and have resided here for the past 12 years. I originally am from the Town of Newburgh myself where I went to elementary school at East Coldenham and graduated from Valley Central High School before leaving to pursue university and bigger dreams starting in New York City and around the world.

I'm lucky that my family has remained in the area spread around the city and the town of Newburgh. It has forever been my weekend escape from the city. I have always dreamed of owning my own home in the area that I grew up in and in an area that is close to my family. My vision of that home has always sat near the water where I can take in the views of the charming place I get the honor to say that I grew up in.

Within my many roles at Ralph Lauren, I have a large part in the design and construction of our spaces. I am beyond excited with the opportunity to be able to take on the project of turning this 100 year old home back into the beautiful estate that it once was. A true American example of Victorian Elegance on the Hudson River.

I am planning to make an offer above the asking price and additionally planning to invest $250,000 in renovations. My vision of this home, by the time of it's completion, is to be a true vision on North Montgomery Street. I understand this house is zoned as a 2 family home, and intend to keep it as such. I would like to renovate the accessory apartment in the basement to make a beautiful living space available for rent, and I would keep the main levels of the house for myself. The plan is to keep the original shape and structure of the house, but fully rehabilitate and upgrade the exterior and interior of the home.

I feel, and hope you do as well, that I am a strong candidate for this property as it is truly a return home for me and I think it's great to have a buyer who is from the area, appreciates it's true value and all there is to offer, and I will continuously put forth my best efforts to showcase the beauty of what Newburgh truly is. With everything happening in the City of Newburgh at this time, it doesn't feel like there would be a better time to be a part of its comeback. Please do not hesitate to contact me with any questions you may have regarding myself or my plans for this unique property.

Thank you kindly for your consideration.

Darnell S. Dodson

Darnell S. Dodson

4.27.2021

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Proposal Form

Purchaser(s) Contact Information

Name(s): Darnell Dodson

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

Street Address: 10 West 132nd Street Apt 6A

City, State & Zip: New York, NY 10037

Mailing Address, if different from above: _____

Phone Number(s): 8457311058

E-mail: Ddodson917@gmail.com

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

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Purchaser(s) Supplementary Information

*Completion of this "Purchaser(s) Supplementary Information" page is optional. You may answer some, all, or none of the questions. Answering any of the questions below may result in the addition of bonus percentage amounts to your purchase offer. Failure to answer the questions below will not invalidate your application. It will only result in ineligibility for bonus additions to your purchase offer.

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

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

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

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

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

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

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

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

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Purchaser(s) City of Newburgh Property Ownership Information

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

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

_____

_____

_____

_____

_____

_____

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

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

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

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

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

For City of Newburgh Staff Only:

Information above verified by: _____ Date verification completed: _____

* * *

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

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

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Individual Property Bid Sheet

Information on Bid Property:

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

Property Address: 318 N. Montgomery Street

(Tax Map #: Section-Block-Lot): 4-7-6

Type of Property/Project

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

☐ Single Family Home (includes condominium units)

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

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

☐ Commercial Only ☐ Industrial Only ☐ Other: _____

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

Offer Purchase Price: $ 300,000 (An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank. It can be revised after an interior inspection, if an interior inspection is allowed.)

Renovation Estimate (Preliminary or Final) - How much do you estimate the cost of the renovation, demolition or construction work for this project? $ 250,000

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

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

General Contractor: George Keyer
Architect: _____ Engineer: _____
Plumber: _____ Electrician: _____

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

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

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

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

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

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

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

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Purchase and Development Funding Sources

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

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

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

_____

Information Release

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

DocuSigned by:
_____ 5/3/2021
Signature C844[illegible]C44D5... Date

Darnell Dodson
Print Name(s)

_____ _____
Signature Date

_____
Print Name(s)

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

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

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

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GKP CONSTRUCTION
5273 Route 9W, Suite B
Newburgh, NY 12550
(845) 495-3066
www.GKPConstruction.com

ESTIMATE #:	50421
Date:	5/3/2021
Good Until:	
Est # of	

PROPERTY ADDRESS	318 North Montgomery St.
CITY :	Newburgh
STATE, ZIP:	New York, 12550

Customer:	Darnell Dodson
Telephone #:	(845)731-1058
Email:	ddodson917@gmail.com

LOCATION	SCOPE OF WORK	MATERIAL	LABOR	NOTES	PRICE
	EXTERIOR COMPONENTS				
Roof	Remove and replace existing asphalt shingles approximately 32 Sq. and replace front porch with EPDM approx. 6 Sq.			Any plywood to be changed $90 p/ 4x8. Asphalt shingle replacement is $17,600, $5,400 for EPDM.	$23,000
Gutters/Soffits/Fascia					
Siding					
Exterior Paint					
Power Wash					
Decks/Porches					
Concrete					
Garage	New Garage door.				$2,500
Landscaping					
Septic/Well					
Exterior Lighting	Included in electrial				
Foundation	Repair garage foundation walls.				$3,500
Structural	Any possible sill plate repair and jacking.				$5,000
Windows					$23,000
Notes					
	TOTAL EXTERIOR :				
	INTERIOR COMPONENTS				
Demolition	Carpets, kitchen, bathrooms, plaster lath windows and openings.			Demolition & garbage removal.	$10,000
Plumbing	Complete rehab of existing waste and cold and hot water			Includes electric hot water heater	$22,000
Electrical (Excl. lighting)	Complete rehab to include basic fixtures and switches, and all new rough wiring				$30,000
HVAC	Install 2 new Hot Air furnace with AC included				$26,000
Framing	Window and door openings.				$8,000
Insulation	Anywhere where needed.				$3,000
Walls/Ceilings	Repair and/or replace any damaged walls and ceilings including going over all walls and ceilings with new half inch sheetrock taped.				$15,000
Carpentry					
Doors	Refinish existing doors.				$3,500
Cabinets/Counters (Excl. Kitchen/Bath)					
Interior Paint	2 colors, one wall, trim and doors .				$10,000
Flooring	Refinish existing hardwood floor				$12,000
Final Sales Clean					
Other:					
Notes:					
KITCHEN					
Cabinets	White shaker, real plywood with soft closing, hinges and openers				$14,000
Countertop	Either Granite/Quartz allotment				$7,000
Backsplash	Allotment				$800
Sink	Allotment				$300
Faucet	Allotment				$400
Light Fixture					
Flooring (Specify)					
Appliances	Allotment				$5,000
Full Rehab					
Other:					
Notes:					
BATHROOM					
Tub/Shower					
Tile					
Toilet					
Vanity					
Mirror					
Light Fixture					
Exhaust Fan					
Bath Fixtures					
Flooring					
Full Rehab	2 1/2 bathrooms				$22,000

Other					
Notes:					
	TOTAL INTERIOR:				
GENERAL COMPONENTS					
Environmental (specify):					
Pests					
Permits					
Other:					
Other:					
Other:					
	TOTAL GENERAL:				$246,000
	TOTAL				$246,000

Owner's Signature:

Contractor's Signature:

Date: 5/3/2021

BURGH, NY 12550 BUYER: DARELL DODSON

~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~
~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~

REPAIR COST ESTIMATE AND SCHEDULE

	ESTIMATED START DATE (I.E., NOVEMBER 2018)	ESTIMATED MATERIAL COST (Number of items x cost)	ESTIMATED LABOR COST	TOTAL COST (MATERIALS + LABOR)
	MAY 2021	7,000	9,000	16,000
	MAY 2021	1,000	500	1,500
	June 2021	2,500	3,000	5,500
	June 2021	3,000	2,000	5,000
	June 2021	9,000	6,000	15,000
	June 2021	6,000	4,000	10,000
	June 2021	10,000	5,000	15,000
				68,000

	ESTIMATED START DATE (I.E., NOVEMBER 2018)	ESTIMATED MATERIAL COST (Number of items x cost)	ESTIMATED LABOR COST	TOTAL COST (MATERIALS + LABOR)
	June 2021	3,000	10,000	13,000
	June 2021	10,000	6,000	16,000
	June 2021	14,000	12,000	26,000
	June 2021	4,000	6,000	10,000
	June 2021	5,000	4,000	9,000
	June 2021	4,000	4,000	8,000
	June 2021	15,000	5,000	20,000
	June 2021	16,000	8,000	24,000
	June 2021	3,000	4,000	7,000
	June 2021	2,000	1,000	3,000
	June 2021	1,000	6,000	7,000
	June 2021	3,000	2,000	5,000
				68,000
				148,000
ETC.				10,000
.20%)				23,000
IENCY				249,000

ISLAND CAPITAL SERVICES

84 NEW DORP PLAZA, SUITE-206
STATEN ISLAND, N.Y. 10306
Ph: 718-238-6395. 100 Fax: 718-228-4799.

04/27/2021

Dear Mr. Darnell Dodson;

CONGRATULATIONS!!! It is my PLEASURE to inform you, that you have been pre-qualified to purchase a home. I want to THANK YOU, for the opportunity to assist you in turning the "AMERICAN DREAM" into a "REALITY".

After careful review of the following: 1) Tri-Merged-Credit Report 2) 2018, 2019 and 2020-W-2 forms 3) Most recent 60 days of asset statements, 4) 12-month's rental payment history and 24-months of employment history we have determined that you are:

.

Pre-qualified for a mortgage based on the following terms and conditions:

1. **Subject Property: -318 N. Montgomery Street, Newburgh, N.Y. 12550.**
2. **Purchase Price: -$300,000.00**
3. **Renovation Loan Amount: $250,000.00**
4. **After Repair Value/New Purchase Price: $550.000.00**
5. **Down Payment: -10% = $55,000.00**
6. **Loan Type: -Fannie Mae- HOME-STYLE-RENOVATION LOAN.**
7. **Mortgage Amount: -$495,000.00**
8. **Amortization type: -360/360**
9. **LTV: -90%**
10. **This pre-qualification expires in 90 days.**

This pre-qualification is conditioned on the information/documentation we have received, if any of this information has changed please let us know immediately so we can ensure that you continue to qualify.

This pre-qualification is also subject to an acceptable appraisal report, completed mortgage application, marketable title report, acceptable hazard insurance binder and final underwriting approval.

Warmest Regards,
Erick V. Sirico
ERICK V. SIRICO
V.P. Business Development
ISLAND CAPITAL SERVICES
N.M.L.S. 104217
Sean P. O'SULLIVAN, Mortgage Loan Originator, N.M.L.S. 104745

ISLAND CAPITAL SERVICES IS A MORTGAGE BROKER, LICENSED WITH THE NEW YORK STATE BANKING DEPARTMENT ALL LOANS ARE ARRAINGED THROUGH, 3rd PARTY MORTGAGE LENDER'S. ISLAND CAPITAL SERVICES, Ph: 718-238-6395. 100 Fax: 718-228-479

RIVER
Management, Development & Realty, Inc.

Asset #: _____

MULTIPLE OFFER PROCEDURE FORM

(If you fail to execute and return this document seller will not consider your offer.)

Date: 4/29/2021

Property Address: 318 North Montgomery

City/State/Zip: Newburgh, NY

Offeror Name(s): DARNELL DODSON

Selling Agent & Broker: KELLY SCIALPI

Dear Offeror:
We are involved in a multiple offer situation on the above referenced property. ALL OFFERS will be considered subject to the following:

1. All offers must be *in writing*, no verbal offers will be accepted.
2. The Listing Agent must receive your written "best" offer no later than 5pm (EST) on 5/5/2021) (date). Delivery of such offer must be via our website, www.riverrealty.com/offers;

   Listing Agent & Broker: Lee Raphael, River Realty Services

   Telephone Number: 845-564-2800 x105 jperry@riverrealty.com Jean Perry

   Facsimile Number: 845-564-0700

3. The Listing Agent will facsimile all "best" offers to Seller's authorized representative no later than close of business the following day.
4. The following terms and conditions shall be applicable to you and to any offer you wish to submit:
   a) Seller shall have sole and absolute discretion to accept or reject any offer received. Seller is not required to accept any particular offer, regardless of its terms, and has the absolute right and discretion to reject all offers.
   b) Subsequent to receipt of offers, Seller shall have the absolute right to deal with any Broker and/or one or more offerors to further negotiate the terms and condition of any offer. In so doing, Seller shall have no obligation to negotiate or communicate with each and every other offeror, or with any offeror.
   c) Under no circumstances shall verbal communications between an Offeror and Seller or any agent or Broker constitute or create an obligation on the part of Seller to sell a property to anyone under any terms.
   d) The acceptance of any offer shall be conditioned upon the subsequent execution by the Offeror and Seller of a written contract of sale, including all required addenda and setting forth terms and conditions satisfactory to the Seller. The Seller shall have no obligation to sell the property unless and until such written contract is fully executed.
5. In the event an accepted offer does not result in a closed escrow, Seller reserves the right to re-open negotiations with any offeror and/or Seller may request Listing Agent to solicit new offers.

Please sign below to acknowledge your understanding and acceptance of these terms and procedures and return this form to the Listing Broker no later than the time designated for the transmittal of offers. Failure to transmit such acceptance may prevent your offer from being considered.

ACKNOWLEDGED AND AGREED Kelly Scialpi

River | Realty
Services, Inc.

Kerly Scialpi
845.597.4617 direct
845.564.2800 x117 office | 845.564.0700 fax
E-mail: Kscialpi@riverrealty.com

PURCHASE AGREEMENT

Date: 4/14/2021

I (We) DARNELL DOBSON propose to purchase 318 N. MONTGOMERY ST. owned by _____.

Terms of the offer as follows:

Purchase Price:	$ 300,000
Seller Concession (if applicable)	
Amount due on contract signing:	$ 10,000
Mortgage Down Payment (LTV 90 %):	
Amount due at closing:	290,000
Contracts to be signed on or about:	ASAP

Closing to be (X on or about) or (_____ on or before): 6/20/21

Personal Property included in sale: As per listing

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

The sale is contingent upon purchaser securing a CONVENTIONAL FIXED mortgage commitment in the amount of $500,000.

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with _____ is (are) the recognized broker (s) who affected this "meeting of the minds" and will be paid the brokerage commission of _____ 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:

KS

Purchaser DARNELL DOBSON

Seller _____

Purchaser _____

Seller _____

10W. 132ND ST. NEW YORK, NY 10037
Purchaser Address

Seller Address

845 731 1058
Purchaser Phone

Seller Phone

Purchaser Attorney

Seller Attorney

84- / _____
Purchaser Attorney Phone / E-mail

_____ / _____
Seller Attorney Phone / E-mail:

Agent Name: Kerly Scialpi of River Realty Services, Inc.
Phone: 845 845 4617 Fax: 845 564 0700
Email: Kscialpi@riverrealty.com

Listing Agent: _____ of _____
Phone: _____ Fax: _____
Email: _____

Cross Property 360 Property View

318 North Montgomery Street, Newburgh, NY 12550, Orange County

Listing

MLS#: **6102757** ***Active*** List Price: **$289,900**
Addr: **318 N Montgomery Street**
PO: **Newburgh** County: **Orange County**
City/Town: **Newburgh City** Zip: **12550-3642**
Village: **None** Hamlet/Loc.:

P Type: **Multi-Family 2-4** Sub Type: **Detached**
Sub/Devel: 55+ Comm: **No**
Lot Size: **0.1607** SqFt: **3,935** Wtr Access:
Style: Beds/Baths: **0/0**
#1 BR: #2 BR: #3 BR: #4 BR: #Vac: #Units: **2**

Sch Dist: **Newburgh** Elem: **Magnet**
Jr High: **Magnet** High: **NFA**

Recent: **03/18/2021 : PRC DECR : $299,900->$289,900**
LSC: **Price Decrease** Last Ext:

Type of Unit:
Basement: **Full, Unfinished**
Siding Desc:
Yr Blt: **1920 / Estimated** Yr Reno:
Attic: **Scuttle**
Cnstrction: **Frame**

Tax ID#: **331100.004.000-0007-006.000/0000**
Addl Fees: **No**
Avail Financing:
Tax: **$17,412** Tax Year: **2020(Municipality**
Assmt: **$309,900** Tax Incl:
Tenant Pay:

Heat Units: Trash Exp: Wtr Exp: Net Op Inc:
Elec Mtrs: **2** Fuel Exp: Maint Exp: Grs Op Inc:
Gas Mtrs: **0** Ins Exp: Other Exp: Cap Rate:
Total Exp:

Amenities: **Balcony, Close to Bus, Close to Park, Close to School, Close to Shops, Deck, Hardwood Floors As Seen, Porch, River, View, Wall To Wall Carpet**
Park Num/Desc: **/Off-Street Parking**
Heat Zones/Type: **Base Board, Radiator**
A/C: **None**
Garbage: **Public**
Bldg Features:
Lot Description: **Level**
Elec Co:
Fuel: **Oil Above Ground**
Water: **Municipal**
Sewer: **Municipal**

Public Remarks

House is currently configured as a commercial space with accessory apartment but the city would prefer someone to restore into a single family or single family with accessory apartment. Breathtaking year-round views of the Hudson River and the Beacon-Newburgh bridge from your back yard. Victorian style home with front porch, multiple rear decks with views and turret. Grand living room, hardwood floors, and fireplace. Great floor plan with endless possibilities. Take a stroll down to the scenic riverfront and dine on the Hudson! Less than 60 miles to NYC; close to I-84/I-87, trains and bus to NYC, Stewart Airport, West Point and Orange Regional Medical Center. City of Newburgh owned property. Property is only available to owner occupant purchasers at this time. All offers subject to final approval by City Council.

Agent Only Remarks

Offers with financing must be accompanied by pre-qual letter; cash offers with proof of funds. Sold as-is. Buyer and agent must sign the Release of Liability form before accessing property and for lockbox code. Access the form www.riverrealty.com/offers_newburgh. Present all offers at www.riverrealty.com/offers_newburgh. Vacant w/combo lock box on front door. For the combo click on the Showing Assist button above. E-mail: SHOWINGS@RIVERREALTY.COM for questions.

Show Instr: **Buyer and agent must sign the Release of Liability form before accessing property and for lockbox code.**
Access for Show: **Use the Showing Assist icon for appointments**
Directions: **SOUTH STREET TO LEFT ON WATER STREET, RIGHT ON NICOLL STREET, HOUSE IS ON THE RIGHT**

Appt Ph:
Owner: **City Of Newburgh**
LA: **(28180) Brian T. Smith**
LA Email: **bsmith@riverrealty.com**

LO: **(RIVMNG) River Realty Services, Inc.**
CLA: **(37432) Lee A Raphael**
CLA Email: **lraphael@riverrealty.com**
CLO: **(RIVMNG) River Realty Services, Inc.**
SA: BA: **2.5%**

Appt Ph 2:
REO: **No**
LA Ph: **(845) 486-1100**

LO Ph: **(845) 564-2800**
CLA Ph: **(845) 564-2800**

CLO Ph: **(845) 564-2800**
BRA: **0%**
OBD:
CAN Dt:

DOM: **1**
Org Price: **$299,900**
Mod/Excl: **NONE**
List Dt: **03/17/2021**
On Market Dt:
Expire Dt: **08/04/2021**
Agr Type: **ERS**
Nego Thru: **Listing Agent**
$/SqFt: **$73.67**
TOM Dt:
OM Date:

Prepared By: Donna Challacombe

Date Printed: 03/18/2021

Property Proposal Summary

Location:	**318 North Montgomery Street** (east side between Leroy Place and Park Place)
Tax Map Number:	4-7-6
Property Class:	471—Funeral Home
Zoning:	RL—Residential Low Density
Description:	3-story building with apartment on the 3rd floor—Year Built: 1920; 3429sf +/-; lot size: 50 x 140
Condition:	Average
Assessed Value:	$237,300 (2020 Assessment)
Annual Taxes:	$ 11,789 +/-
Selling Price:	$289,900
Date city acquired:	**August 2019**

Offer Information:

Name:	Darnell Dodson
Offer Price:	**$300,000**
Construction Estimate:	$250,000 +/-
Proof of Financing:	Island Capital Services (Conventional Renovation Loan).

Comments: The City acquired this building—a former funeral home - last year. The house is on a residential street and enjoys beautiful views of the Hudson River. The City Council had previously approved a sale of the property in the fall of 2020. The approved buyer withdrew from the purchase in December of 2020.

Before the property was re-listed, the City of Newburgh removed a buried oil storage tank from the rear of the property. The presence of the oil tank was felt to be an impediment to the sale.

Once the oil tank was removed, the property was re-listed in February of 2021. (See the "Marketing and Listing History" that has been included.)

The purchaser currently lives in New York City, but plans to make the North Montgomery Street property his home. He grew up in the greater Newburgh area, and has relatives in both the City and Town of Newburgh. He would like to relocate here to be closer to them.

318 N Montgomery Street Photos

Marketing and Offer History - 318 N Montgomery Street

Current Marketing and Offer History

- The property was placed back on the market on February 5, 2021 for $299,900. (See below for prior marketing and listing history.) A month later there were still no new offers. River Realty recommended a listing price decrease. The list price was decreased to $289,900 on March 18, 2021.
- In April, River Realty notified us that there was increased interest in the property and there were likely to be several competitive offers. We set a deadline to have all "highest and best" complete offers to be received by River Realty by the end of business on Wednesday, May 5.
- On Thursday, May 6, we received three complete "highest and best" offers from River Realty: Blesso for $260,000; Dodson for $300,000; and Carrington for $299,000. After the applicable "bonuses" were applied, Darnell Dodson was the highest offer at $450,000. (See the Offer Comparison Spreadsheet.)

Prior Marketing and Offer History

- 318 N Montgomery was offered for sale by River Realty beginning March 17, 2020. It was listed for $374,900. It was only offered to an owner-occupant purchaser. Unfortunately, the start of the listing coincided with the beginning of the COVID-19 shutdown.
- Because of limited activity, the broker suggested reducing the list price. The list price was reduced to $364,900 on August 3, 2020. The price was reduced once again on August 11, 2020 to $329,900. The property was still only being marketed to an owner-occupant purchaser.
- Offer received on 8/3/2020 (Ter Meer) for a $75,000 purchase price and all cash payment. They currently rent in Newburgh and were looking to purchase a home. On 8/11/2020 we countered with an offer of $329,900 (our newly reduced list price). On 8/12/2020 they responded with an offer of $103,000. We rejected this offer on 8/13/2020 because it was still far lower than the asking price. No additional counter-offer was made to the buyer.
- Offer received on 8/6/2020 (Berg) for a $95,000 purchase price and FHA 203K financing. They currently live in NYC and were looking to move to Newburgh. On 8/11/2020 we countered with an offer of $329,900 (our newly reduced list price). They responded with an offer of $105,000 on 8/12/2020. We rejected that offer on 8/13/2020 because it was still far lower than the asking price. No additional counter-offer was made to the buyer.
- Received a new offer on 9/1/2020 from the Ter Meers again. This time their offer price was $240,000 and FHA 203K financing.
- Offer received on 9/8/2020 (Buon & Collins) for $125,000 - an all-cash offer. Ms. Buon owns a house in Montgomery that is currently in-contract. Ms. Collins, her sister, lives in NYC. Both plan to be owner occupants.
- At the time, there were no other offers.
- On Thursday, September 10, we made counter-offers of $295,000 to both proposals. The real estate agent for Buon/Collins responded on Friday, September 11 that they were already at their highest offer ($125,000). On Monday, September 14, the Ter Meers submitted their highest offer of $242,000.

- But on that same Monday, we were made aware that there was another offer that was being prepared. We postponed a decision on the offers until we received this offer.
- This final offer was presented to us on Thursday, September 17. The offer was from Brian Monga for $330,000 – essentially the current list price of the property. He is a pilot in New York Air National Guard and is based out of Stewart Airport. He and his wife presently reside in northern New Jersey but plan to relocate to Newburgh. They will occupy 318 N Montgomery as their permanent residence. (See the letter in their PODA package.)
- On Tuesday, September 22, we notified River Realty that we would present this offer of $330,000 to the City Council at the October 8 Work Session for their approval.
- On Thursday, September 24, Lisa Buon, upon learning that her offer would not to be presented to Council, had her real estate submit a revised offer of $230,000 to River Realty. River Realty informed the agent that the offer would be treated as a "back-up offer". Later in the day on Thursday, September 24, the real estate agent for Buon/Collins submitted another offer – described as a "last offer" – for $255,000. River Realty again notified the agent that the "last offer" would still be considered as a "back-up offer". There has been no other revised offers submitted to date.
- The City Council approved the offer of Brain Monga at the October 13 City Council Meeting.
- On December 21, Mr. Monga withdrew his offer to purchase. He felt there was too work to be done on the property. One of the items of concern was the buried oil storage tank on the property.
- It was decided by City Staff that the buried oil tank be removed by the City of Newburgh before the property was put back on the market.
- The oil tank was removed in December 2020. A spill closure letter was sent to the NYS DEC on January 21, 2021.

318 N Montgomery Street Offer Comparisons

318 N Montgomery Potential Buyers	Highest & Best Offer Price (Current List Price: $289,900)	Highest & Best Offer + bonuses (if applicable)	Offer Contingencies	Financing	Proposed Use	Repair Estimate	Current on Municipals on other properties owned in the City of Newburgh (as of 4/1/21)	Any Outstanind Violations/Rental License Status	Additional Comments
John Blesso	$260,000	$260,000 + $39,000 (15%, 10-year owner-occupant) = $299,000	None	Conv. Renovation loan	2-Family - Reside in one section of the house	$318,550	N/A	N/A	He is a writer/artist who currently lives in Beacon. He has previously renovated several properties.
Darnell Dodson	$300,000	$300,000 + $45,000 (15%, 10-year owner occupancy) + $45,000 (15%, 1st time homebuyer) + $60,000 (20%, identified minority group) = $450,000	Attorney review, Engineer Inspection, clear title	Conv. Renovation loan	2-Family - Reside in one section of the house	$250,000	N/A	N/A	Applicant currently lives in NYC and works for Ralph Lauren in an executive position. Originally from the Town of Newburgh, he has family in the City and Town of Newburgh. The purchaser wants to live in this house to be close to family.
Alexis & Ayanna Carrington	$299,000	$299,000 + $44,850 (15%, 10-year owner-occupant) + $44,850 (15%, 1st time Homebuyer) + $59,800 (20% identified minority group) = $448,500	Attorney review, Engineer Inspection, clear title, Satisfactory appraisal	FHA 203K	2-Family - Reside in one section of the house	$150,000	N/A	N/A	The applicant currently lives in Beacon. She has been the Office Manager for the Boys & Girls Club of Newburgh since 2010. Her daughter, and co-purchaser, is the Social Media and Marketing Director for the Boys & Girls Club.

RESOLUTION NO.: ____129_-2021

OF

MAY 24, 2021

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO BARBARA LAPOLT TO THE PREMISES KNOWN AS 41 BENKARD AVENUE (SECTION 45, BLOCK 13, LOT 9)

WHEREAS, on December 10, 2002, the City of Newburgh conveyed property located at 41 Benkard Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 13, Lot 9, to Barbara Lapolt; and

WHEREAS, the attorney for the current owner has requested a release of the restrictive covenants contained in said deed; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 41 Benkard Avenue, Section 45, Block 13, Lot 9 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated December 10, 2002, from THE CITY OF NEWBURGH to BARBARA LAPOLT, recorded in the Orange County Clerk's Office on March 27, 2003, in Liber 11004 of Deeds at Page 177 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2021

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: _____-2021

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

On the ____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. 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.

_____

RESOLUTION NO.: ____130____ - 2021

OF

MAY 24, 2021

A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND SCHEDULING A PUBLIC HEARING FOR JUNE 14, 2021 TO RECEIVE PUBLIC COMMENT ON THE CITY OF NEWBURGH'S PROPOSED ACTIONS WITH RESPECT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2022

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, the City is now preparing a one-year Annual Action Plan for FY 2022 in order to implement various elements of the strategies identified in its Consolidated Plan and must satisfy all statutory requirements, including those related to citizen participation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 30-day period beginning on June 15, 2021 and closing on July 15, 2021 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the FY 2022 Annual Action Plan; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2022; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 14th day of June, 2021 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the capacity of the City Council Chambers will be limited due to the space available to maintain six (6) feet of social distancing and in-person attendance will be on a first-come, first-serve basis, and therefore, in accordance with the Governor's Executive Order 202.1, as amended, the June 14, 2021 City Council meeting also will be accessible via videoconferencing, and a transcript will be provided at a later date. The public will have the option to see and hear the meeting live and provide comments on the proposed CDBG FY2022 Annual Action Plan as follows:

To view the livestream of the City Council Meeting visit: https://www.cityofnewburgh-ny.gov/live-video-streaming.

To access the City Council Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App: https://zoom.us/webinar/register/WN_GdD4y4FtRqiZSThDVVeSWg. Please note that there is an underscore between the "N" and "G").

In order to provide comments during the hearing you must register in advance for this webinar no later than 4:00 p.m. on Monday, June 14, 2021 through the Zoom App: https://zoom.us/webinar/register/WN_GdD4y4FtRqiZSThDVVeSWg. Please note that there is an underscore between the "N" and "G"). Please fill out the required information (First Name, Last Name, E-mail Address and check appropriate box to comment during the public hearing). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 4:00 p.m. on Monday, June 14, 2021. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

Community Development Block Grant ("CDBG")

FY2022 Annual Action Plan

Department of Planning & Development

June, 2021

EQUAL HOUSING OPPORTUNITY

City of Newburgh City Council:

Torrance Harvey, Mayor
Karen Mejia, Ward 1
Ramona Monteverde, Ward 2
Robert Sklarz, Ward 3
Patty Sofokles, Ward 4
Anthony Grice, At-Large
Omari Shakur, At-Large

EQUAL HOUSING OPPORTUNITY

City of Newburgh Community Development Goals - Refresher

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.

EQUAL HOUSING OPPORTUNITY

“CDBG” - Brief Primer

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is under the Orange County Consortium (Orange County, City of Newburgh, City of Middletown).
- The City of Newburgh is required to prepare and submit a Consolidated Plan that establishes goals for the use of CDBG funds. The new City of Newburgh Consolidated Plan: FY2020-FY2024
- Projects MUST be consistent with national priorities for CDBG:
  - Activities that benefit low- and moderate-income people;
  - The prevention or elimination of slums or blight; or
  - Community development activities to address an urgent threat to health or safety.

EQUAL HOUSING OPPORTUNITY

Proposed FY2022 CDBG Projects/Funding

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant						
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	$230,000.00	No Increase	10%
	Housing	Housing	Home Repair Assistance Program, performed through a City of Newburgh Housing Partner.	$50,000.00	25%	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	$300,000.00	25%	25%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings.	$40,000.00	25%	20%
	Economic Development	Economic Development	Examples of Economic Develoment Activities: Business Façade and signage, Workforce Training.	$75,000.00	15%	10%
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap,** Examples of Activities: Summer Film Festival, Health Outreach Initiatives, National Night Out (Activities Subject to City of Newburgh operational approval)**.**	$25,000.00	10%	20%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	$135,000.00	No Increase	5%
			Proposed Total FY2022 Allocation	$855,000.00		

EQUAL HOUSING OPPORTUNITY

Contingency Funding

If the actual annual allocation amount exceeds the proposed estimate, the project budgets will increase by:

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	% Project increase, if HUD allocation greater than proposed (approx.)
Projects Funded through Entitlement Grant				
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	No Increase
	Housing	Housing	Home Repair Assistance Program, performed through a City of Newburgh Housing Partner.	25%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	25%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings.	25%
	Economic Development	Economic Development	Examples of Economic Develoment Activities: Business Façade and signage, Workforce Training.	15%
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap,** Examples of Activities: Summer Film Festival, Health Outreach Initiatives, National Night Out (Activities Subject to City of Newburgh operational approval)**.**	10%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	No Increase

EQUAL HOUSING OPPORTUNITY

Contingency Funding

If the actual annual allocation amount is less than the proposed estimate, the project budgets will decrease by:

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant				
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	10%
	Housing	Housing	Home Repair Assistance Program, performed through a City of Newburgh Housing Partner.	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	25%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings.	20%
	Economic Development	Economic Development	Examples of Economic Develoment Activities: Business Façade and signage, Workforce Training.	10%
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap,** Examples of Activities: Summer Film Festival, Health Outreach Initiatives, National Night Out (Activities Subject to City of Newburgh operational approval)**.**	20%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	5%

EQUAL HOUSING OPPORTUNITY

Project: Housing

Proposed Activities:

- In Rem Property Program

- Homeowner Repair Assistance Program (Implemented by City of Newburgh Housing Partner)

EQUAL HOUSING OPPORTUNITY

Proposed Housing Activity: In Rem Property Program
Budget: $230,000.00
Description:

- Activity staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.
- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.

EQUAL HOUSING OPPORTUNITY

Proposed Housing Activity: Home Repair Assistance Program

Budget: $50,000.00

Description:

- Funding for Light Home Repair Assistance Program for Low/Moderate Income City of Newburgh Homeowners.* Implemented through City of Newburgh Housing Partner.

* Light repairs, such as railings, steps, etc.

EQUAL HOUSING OPPORTUNITY

Proposed Infrastructure Improvements
Activity: Curb Ramp and Sidewalk Upgrades
Budget: $300,000.00
Description:

- Funding to continue funding Curb Ramp & Sidewalk Improvements project.

EQUAL HOUSING OPPORTUNITY

Proposed Infrastructure Improvements
Activity: Public Facility Improvements
Budget: $40,000.00
Description:

- Funding for Public Accessibility Improvements to City of Newburgh Buildings.

EQUAL HOUSING OPPORTUNITY

Proposed Economic Development Activity:
Business Assistance
Budget: $75,000.00
Description:

- Funding for business assistance such as Business Façade and Signage grants, Workforce Training.

EQUAL HOUSING OPPORTUNITY

Proposed Quality of Life Activity: Neighborhood Services

Budget: $25,000.00

Description (Anticipated Services):

- 2022 Summer Film Festival
- Health Outreach Initiative
- National Night Out

Important: Public Service Activity, subject to 15% Annual Allocation Cap.

EQUAL HOUSING OPPORTUNITY

Proposed Activity: Administration

Budget: $135,000.00

Description:

- Funding for program administration, staff salary and benefits, language translation services, program operating costs (including mailings), program trainings/conference.

EQUAL HOUSING OPPORTUNITY

FY2022 CDBG AAP Timeline

FY 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

EQUAL HOUSING OPPORTUNITY

RESOLUTION NO.: ___131___ - 2021

OF

MAY 24, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE REGIONAL ECONOMIC COMMUNITY ACTION PROGRAM, INC. FOR THE MAYOR'S STREET SWEEPER PILOT PROGRAM TO PROVIDE EMPLOYMENT OPPORTUNITES FOR CITY OF NEWBURGH RESIDENTS DURING THE SUMMER OF 2021

WHEREAS, the City of Newburgh and Regional Economic Community Action Program, Inc. (RECAP) have collaborated to offer the Mayor's Street Sweeper Pilot Program for the purpose of providing employment opportunities for participants; and

WHEREAS, the Mayor's Street Sweeper Pilot Program requires a contract between the City of Newburgh and Regional Economic Community Action Program, Inc.; and

WHEREAS, funding for the Mayor's Street Sweeper Pilot Program is allocated in the City of Newburgh's adopted budget for 2021 and Regional Economic Community Action Program, Inc. will provide eligible participants and supportive services to those participants during the program; and

WHEREAS, this Council finds that entering into the attached agreement with the Regional Economic Community Action Program, Inc. for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement with the Regional Economic Community Action Program, Inc. to facilitate and support the Mayor's Street Sweeper Pilot Program for the summer of 2021.

STREET SWEEPER PROGRAM COOPERATION AGREEMENT
BETWEEN THE CITY OF NEWBURGH
AND REGIONAL ECONOMIC COMMUNITY ACTION PROGRAM, INC.

THIS AGREEMENT made this ____ day of _____ 20____, by and between the CITY OF NEWBURGH, a municipal corporation having its principal offices located at 83 Broadway, Newburgh, NY 12550, hereafter referred to as the "City" and Regional Economic Community Action Program, Inc., a domestic non-profit corporation with an address of 40 Smith Street, Middletown, New York 10940, hereafter referred to as "RECAP".

WITNESSETH:

WHEREAS, the City and RECAP will combine resources to administer the Mayor's Street Sweeper Pilot Program (the "Program") which will provide employment opportunities for City of Newburgh residents; and

WHEREAS, RECAP has the necessary resources and experience to assist the City in the administration of the Program;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows;

SECTION 1: STREET SWEEPER PILOT PROGRAM

The Program will provide employment opportunities for up to 10 eligible City of Newburgh residents receiving support services from RECAP. The Program will consist of part-time work every other day for 16 weeks for 2 groups of 5 residents.

SECTION 2: SERVICES

A. RECAP will provide
   1. City of Newburgh residents between capable of performing outside work (the "participants");
   2. counseling and supportive services to the participants.

B. City of Newburgh will
   1. provide part-time work, including equipment and supplies
   2. maintain sign-in sheets or other attendance records
   3. monitor the participants with appropriate supervision
   4. pay the wages to the participants and maintain all earnings, social security, and tax records as required; and
   5. maintain workers compensation coverage for the participants

SECTION 2: TERM; TERMINATION

DRAFT

A. This Agreement shall commence on June 1, 2021 and shall terminate on September 6, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

B. This Agreement may be extended upon the mutual, written agreement of the parties hereto.

C. Either party may terminate this Agreement for cause by providing at least fifteen days' prior written notice to the other party, which notice shall include a list of deficiencies and the opportunity to cure the deficiencies within the fifteen-day period.

SECTION 3: NOTICES

A. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, five (5) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to the City:
City of Newburgh
83 Broadway
Newburgh, New York 12550
Attn: City Manager

If to RECAP:

With a copy to:
Corporation Counsel
83 Broadway
Newburgh, NY 12550

With a copy to:

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

SECTION 4: INDEMNITY

A. RECAP shall and will indemnify and hold harmless the City, along with its officers, employees, agents and representatives, from any bodily injury to its employees, agents, students and licenses who enter upon the subject premises, including death, or property damage to RECAP, for any reason except in the event such bodily injury or property damage is caused by the negligence of the City, or its agents, servants and employees.

B. The City shall and will indemnify and hold harmless RECAP, along with its officers, employees, agents and representatives, from any bodily injury to its employees, agents, students and licensees who enter upon the subject premises, including death, or property damage to the City, for any reason except in the event such bodily injury or property damage is caused by the negligence of RECAP, or its agents, servants and employees.

DRAFT

SECTION 5: INSURANCE

A. Each of the parties shall procure and maintain insurance in full force and effect during the Term of this Agreement, at its own expense: (i) Workers' Compensation insurance; (ii) liability insurance covering personal injury and property damage; and (iii) such other insurance with stated minimum coverages as listed in this Section 5, and shall provide to the other party, a certificate or certificates of insurance evidencing such coverage.

B. Each party shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior approval of the other.

C. Each insurance policy shall include a requirement that the insurer provide the other party at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy, provided that such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the other party.

Type of Coverage	Amount: Not less than	Party required to obtain coverage
Commercial general liability insurance (including bodily injury and property damage liability)	$1,000,000 for any one occurrence $3,000,000 aggregate ($1,000,000 for Personal Injury) ($1,000,000 for Property Damage)	City and RECAP
Workers compensation and disability coverage	As required by and in conformance with the laws of the State of New York	City and RECAP
Professional liability and employment practices liability	$1,000,000 per any one occurrence	City and RECAP

SECTION 6: GENERAL TERMS

A. Independent Contractor. Each party shall operate as an independent contractor and agrees that neither party will hold itself out as, nor claim to be officers or employees of the other party, or of any department, agency or unit of the party because of this Agreement, and will not make any claim, demand or application to the other party for any right or privilege applicable to an officer or employee of a party.

B. Subcontracting/Assignment. This Agreement may not be assigned or subcontracted to any other party.

DRAFT

C. New York Law. This Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this Agreement shall be brought in the New York Supreme Court, Orange County. All services organized and administered under this Agreement shall be in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.

D. Modification. This Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

E. Severability. If any part, term, section, subsection, or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provisions but the remainder of this Agreement shall be interpreted for the purpose of carrying out the intent of the parties in an equitable manner.

F. Counterparts; Signatures. This Agreement may be executed with original signatures in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by facsimile or PDF-scanned signatures in counterparts, which will be deemed legally binding as fully as an original signature, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

_____	_____
Insert Name & Title Regional Economic Community Action Program, Inc.	Joseph Donat, City Manager City of Newburgh Per Resolution No.

DRAFT

RESOLUTION NO.: 132 - 2021

OF

MAY 24, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BACKDRAFT OPCO, LLC, D/B/A EMERGENCY REPORTING FOR PERSONNEL, EQUIPMENT AND FIRE DATA REPORTING SOFTWARE AND SERVICES FOR THE CITY OF NEWBURGH FIRE DEPARTMENT

WHEREAS, the City of Newburgh Fire Department must replace existing Firehouse software before it becomes obsolete; and

WHEREAS, Backdraft OpCo, LLC d/b/a Emergency Reporting offers subscription-based software and services to assist fire agencies for analyzing and reporting personnel, equipment and other fire related data and will integrate with new scheduling software to improve efficiency and effectiveness; and

WHEREAS, the cost for the software, services, equipment and training in the initial year is $5,745.00 and such funding shall be derived from A.3412.0448.0008; and

WHEREAS, the City Council finds that entering into such a contract with Backdraft OpCo, LLC d/b/a Emergency Reporting for the subscription-based data reporting software and related services is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to enter into an agreement with Backdraft OpCo, LLC d/b/a Emergency Reporting, as annexed hereto with such other terms and conditions as may be required by Corporation Counsel, to provide subscription-based data reporting software and related services and equipment to the City of Newburgh Fire Department.

CITY OF NEWBURGH

FIRE DEPARTMENT

22 Grand Street
Newburgh, New York 12550

DATE: May 4, 2021

TO: City Manager Joe Donat

FROM: Chief F. J. Spinelli

SUBJECT: Updated Reporting Software for FD

Attached please find three quotes for software subscriptions that would replace the program Firehouse, that the fire department currently uses for personnel, equipment, and fire reporting. After reviewing the options, compatibility issues, and exceptions with our current dispatch and scheduling software I recommend that we enter into a contract with Emergency Reporting.

Emergency Reporting is a cloud based system that will allow us access to our data from anywhere. As a Department of Defense contractor, the system is secure and has a proven track record in the industry. In my prior employment I utilized this system and found it to be stable, intuitive, and allowed us to analyze our ability to meet performance objectives. The first year subscription and set up is $5,745 with an estimated $4,495 in subsequent years. This includes moving all our current data over to the system.

Please let me know if you have any questions or concerns.

Order Form - Backdraft OpCo, LLC

Emergency Reporting
2200 Rimland Dr., Suite 305
Bellingham, WA 98226
www.emergencyreporting.com
Phone: 866.773.7678
Fax: 866.929.6157

Contact Details:

Prepared by	Michelle Chase
Email	michelle.chase@emergencyreporting.com

Customer Contact Details

Account Name	City of Newburgh Fire Department (NY)	Quote Number	00026733
Contact Name	F. J. Spinelli	Created Date	3/22/2021
Phone	914-569-7412	Expiration Date	7/31/2021
Email	fspinelli@cityofnewburgh-ny.gov	Customer Type	New
Ship To	22 Grand St Newburgh, NY 12550 US		
County	Orange		

Order Summary

Product	Product Code	Quantity	Sales Price	Total Price	Line Item Description	Product Description
Silver Base Package - Fire Bundle	Base-5	1.00	USD 3,000.00	USD 3,000.00	Annual Subscription Fee	Includes the following modules: NFIRS, Occupancy (preplans), Inspections, Hydrants, Permits, Maintenance Module, Truck Checks, Apparatus, Training Module, Inventory Module,Calendar, Daybook, Demographics, Events, Library, Messages, Payroll, Reports, Staffing, LOSAP, Response Analytics/Safety Basic, BI Basic
Silver Base Package - Station Plan	Base-5.1	1.00	USD 1,000.00	USD 1,000.00	Annual Subscription Fee	Silver Package Station AddOn
Silver Implementation Plan	TRG-3	1.00	USD 500.00	USD 500.00	One Time Implementation Fee	Includes the Following: Account Implementation, Two hours of administrator-focused training. Emphasis on account configuration in the Administration module, Welcome Page, accessing the knowledge base and system best practices for success.
Gold Import Plan	IMP-3	1.00	USD 750.00	USD 750.00	One Time Import Fee	Includes the Following: Unlimited NFIRS Data & Non-NFIRS Data - personnel, apparatus, hydrant flow test, occupancy, occupancy contacts, training codes
Rover to ER CAD Link	RVR-CAD-1	1.00	USD 0.00	USD 0.00	Annual Subscription Fee	Rover to ER CAD Link - ER Customers
Silver Interface Package	INT-2	1.00	USD 495.00	USD 495.00	Annual Subscription Fee	Includes the following: eFax, (1) - Partner Connection, Dept API Access

Summary

Bill To Name	City of Newburgh Fire Department (NY)
Bill To	22 Grand St Newburgh, NY 12550

Year 1 Total

Yearly Subscription USD 4,000.00
Fees

PLEASE FAX SIGNED ORDER TO 1-866-929-6157 OR SCAN / E-Mail to orders@emergencyreporting.com

	US
# Years	1.00
Payment Schedule	Yearly

Initial invoice will be issued upon receipt of the order form. If this represents a problem for the accounting department please contact your sales rep.

Please make checks payable to: Backdraft OpCo, LLC

Annual CAD Link Maintenance Fees	USD 0.00
Annual Interface Fee	USD 495.00
Data Import Fee	USD 750.00
Training Fees	USD 0.00
One-Time Setup Fees	USD 500.00
Year 1 Cost	USD 5,745.00
Estimated Yearly Total: Year 2+	USD 4,495.00

Account Setup Info

***Account Setup Contact Name:**

_____

***Phone#:**_____

***e-mail:** _____

***Is the organization tax exempt?** yes [✓] no [ ]
If "Yes", please email a copy to orders@emergencyreporting.com or fax a copy to 866-929-6157.

The ER Support team will configure your account to export NFIRS data to the state fire marshal's office, provided the office receives NFIRS data. As a courtesy, ER will also send a copy of the email to your department. Please enter the department email to receive these email in the space provided above.

***Dept. NFIRS Email Recipient:**

_____

Agency Codes: If blank please add (Required for setup)

36031

FDID:

EMS ID: 0303

CAD Link & Occupancy Module Setup Contact Name

***CAD Link Setup Contact Name (Fire Dept Contact):**
(Only Required if putting CAD link in place to PSAP)

_____

***Phone#:**_____

***e-mail:** _____

- Please check one. ***(New Customer Accounts Only)***
For Occupancy Module configuration would you like your setup to be based on NFPA [ ] or ICC [✓]?

*** This is for setting up Categories and Subcategories.**

**** If left blank implementation will default to the ICC settings.**

Terms & Conditions

Backdraft OpCo, LLC dba Emergency Reporting ("COMPANY"), and the above-named account ("AGENCY") are entering into an agreement as of the signature date.

Fire & EMS Solution Terms & Conditions

COMPANY shall perform the following services:

1. Collect emergency response data via a website accessible at https://secure.emergencyreporting.com .
2. Maintain collected data to standards set by FEMA's National Fire Incident Reporting System (NFIRS) and/or the National Emergency Medical Services Information System (NEMSIS), version 3.3.4 or 3.4.0 as supported by your state.
3. Provide EMS export services for states that are officially supported by COMPANY for EMS exports. Due to the number of states that have modified the NEMSIS standard, NEMSIS 3 is not a supported EMS Export type in many cases. State EMS reporting is not supported unless the state is specifically listed on our website.
4. Provide ongoing changes and bug fixes, at no additional charge, to remain in compliance with NFIRS & NEMSIS 3.
5. For supported states and exports (NFIRS, state specific EMS, or other export types) provide email or direct HTTPS download to the necessary recipients. If possible, COMPANY will configure direct submission to the state; if the state prohibits third party submissions, COMPANY will provide Agency with the applicable data for state reporting requirements.

6. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with COMPANY's internal polices, federal HIPAA regulations and industry practices regarding security.
7. Provide access to the website by current browser technology as stated here: https://emergencyreporting.com/emergency-reporting-system-requirements/
8. Provide data backup to guard against data loss in the event of catastrophic system failure.
9. Guarantee uptime of 99.9%, as calculated on an annual basis.

The Agency shall be responsible for the following:

1. Maintain an active user list of accounts that are authorized to access the website.
2. Pay all outstanding charges in a timely fashion. Non-timely payment may result in deactivation of service (deactivation will occur with warning to the AGENCY; AGENCY data will be accessible when charges are brought current).
3. Maintain active Internet Service Provider (ISP) services to access the website. ISP charges are not included in this agreement. ISP failures are not the responsibility of COMPANY.
4. Use supported web browsers as listed in the COMPANY website: https://emergencyreporting.com/emergency-reporting-system-requirements/
5. The AGENCY agrees to abide by the Company TERMS OF SERVICE which can be found at: https://info.emergencyreporting.com/termsofservice

Additional CAD Link Terms & Conditions

COMPANY shall perform the following services:

1. Web Service CAD Links - Receive CAD interface data to the following address: https://secure.emergencyreporting.com/WS/V1.0/Dispatch/CallCenter.php. COMPANY reserves the right to reject or ignore invalid data.
2. For Flat File Parser (FFP) integration, COMPANY shall provide a cloud service that automates the parsing process and route CAD incident data to your specific account.
3. Provide ongoing changes and bug fixes, to keep the CAD Interface address specified above operational.
4. Supply mapping (alias) tools, submission tracking, and general processing tools to assist in the management of CAD supplied data to COMPANY standards.
5. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with COMPANY's internal polices, federal HIPPA regulations and industry practices regarding security.

The Agency shall be responsible for the following:

1. Provide clean, valid data for processing, either via text, xml (for Flat File Parser Integrations) or web services (for web services direct installations)
2. For FFP Integrations, the Agency shall provide a computer to install a SFTP client that shall have access to CAD RMS export file directory where text or xml files are dropped with the following SFTP settings:
    1. SFTP
    2. Port 22
    3. Server http://cadfiles.emergencyreporting.com
    4. Username and Password setup on time of integration
3. If agency does not supply SFTP client, BDO shall provide client at an additional cost.
4. Agency shall provide technical staff to assist with integration, debugging, networking, and general troubleshooting of CAD link technology and infrastructure.
5. Additional charges from your CAD vendor may apply and should be discussed with that vendor.
6. Once your CAD link is deployed any changes to the format of the file and or changes of the CAD system that result in a rebuilding of the CAD link connection may result in change order fees.

Governing Law. The AGENCY agrees that the rights of user and COMPANY shall be governed by the Laws of the State of Washington, without regard to any conflicts of law, rules or provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement shall be in an appropriate State or Federal Court located in WA State. Notwithstanding the foregoing, if you are a U.S. public entity, these Terms and Conditions will be governed by the local law of the State or Commonwealth in which you are located.

Data Ownership. All data transmitted to the website remains the property of the AGENCY. Retransmission of this data to the necessary state reporting authorities is authorized. Modifying, deleting or other modifications of submitted incident data by COMPANY is prohibited. Scientific research that is based on broad data trends is authorized, but no AGENCY specific data is to be made visible to any third parties.

Statute of Limitation. The AGENCY agrees that any cause of action you may have against COMPANY must be commenced within (2) years after the claim arises.

Pricing. The AGENCY agrees to the prices set forth in this agreement. COMPANY reserves the right to modify AGENCY pricing at the billing renewal date and will provide 30 day advance written notice of its intent to do so. COLA adjustment shall not exceed seven (7) percent.

Taxes. As stated in Section 15.4 of the Company TERMS OF SERVICE which can be found at: https://info.emergencyreporting.com/termsofservice , "Unless otherwise stated, our fees do not include any taxes, levies, duties, or similar governmental assessments of any nature,, including, but not limited to, value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases. If we have the legal obligation to pay or collect Taxes for which You are responsible, the appropriate amount shall be invoiced to and paid by You, unless You provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against us based on our income, property , and employees.

Termination. Either AGENCY or COMPANY can terminate service at any time upon 30 days written (or email) notice. Future service fees, if any, will be refunded to the AGENCY.

Billing Cycle Start Date. The AGENCY agrees that the billing cycle start date will become effective on the 1st of the following month in which the signed order form is received by COMPANY.

Copyright. The AGENCY recognizes that the COMPANY website is protected under U.S. copyright and trademark law, international conventions and other applicable law. The AGENCY agrees to not license, sell, publish, decompile, reverse engineer, or otherwise deconstruct any portion of COMPANY's technology.

COMPANY uses computer technology to collect data, and no such technology is 100% reliable at all times. System failures may occur without warning. Although all efforts will be made to prevent such failures, the AGENCY recognizes that these failures are outside the control of COMPANY, and agrees to hold COMPANY, its principals, employees, and agents harmless. If any court holds any portion of this Agreement to be unenforceable, then the remainder of this Agreement shall survive.

Order Agreement

Print Name _____

Title _____

Phone # _____

Email _____

Signature _____

Date _____

Billing Contact:
Invoices and billing related information will be sent electronically to this contact. If left blank ER will use the primary contact information listed at the top of this order form:

Name _____

Email _____

Would you like to receive a copy of your invoice via mail please check here: Mail [ ]

Mailed invoices will be sent to the billing address list above.

PLEASE FAX SIGNED ORDER TO 1-866-929-6157 OR SCAN / E-Mail to orders@emergencyreporting.com

first due

First Due Suite Quote

Newburgh Fire

We are excited to present pricing for the First Due Suite! Please see below detailed breakdown. It is important to note that First Due is a cloud based system, which means all Support, Maintenece, Hosting and Upgrades are ALWAYS INCLUDED.

Pre-Planning The ability to create and manage occupancies / pre-incident plans using first due's pre-plan module including geospatial information, general property data contacts, hazmat and images.			
Responder Access Mobile responder web, iOS and Android applications which includes CADLink, dispatch notifications, routing and incident/layer mapping.			
Incident Reporting Incident Reporting Module, allowing your agency to initiate, complete and send Incident Documentation to required regulatory bodies at state and local level.	*NFIRS*		
Personnel + Staffing Personnel Management Module, that allows agencies to manage their schedules, personnel, training records and activities. See the inclusions section for detail.	*Scheduling* *Personnel Management* *Training Records* *Events & Activities*		
Asset + Inventory First Due Assets Module, allowing your agency to manage Apparatus, Inventory and Equipment with customizable checks and work order management.			
Implementation & Training First Due will provide Set-up and Onilne Training of all the modules above.	*Initial Setup of Account*	$	1,250.00

First Year	$	12,215.17
Ongoing	$	10,967.32

Optional / Unique to First Due

Automated Pre-Plans Connection to data sources to provide pre-plans on every structure even residential.	*Assessor* *Building Permits*	$	3,100.00
Community Connect Allows Emergency Response Agencies to communicate with their residents and commercial property owners by providing them portal access to add critical data about their property and its occupants.		$	1,800.00

Not at this time:

Fire Prevention Schedule, manage and complete Fire Inspections with custom checklists, code management and integrated pre-planning and occupancy management.		NA

ALPINESOFTWARE
Alpine Software Corporation T: (585) 264-9080 F: (585) 264-9844 PO Box 281, Pittsford, NY 14534

RedAlert NMX

April 27, 2021

Chief Francis Spinelli
City of Newburgh Fire Department
22 Grand Street
Newburgh, NY 12550

Dear Chief Spinelli,

Thank you for your interest in the RedNMX Records Management System for the City of Newburgh Fire Department. Enclosed is the following proposal for the department based on functions requested -

- **NWB-001 RedNMX Records Management System**

The RedNMX System will integrate the City of Newburgh Fire Department's needs and requirements into one comprehensive package and provide additional functionality, improving the efficiency of the Department. Data only needs to be entered once and many system functions will become automated or require significantly reduced manual effort.

The modular design of the RedNMX System allows the Department to expand the system as additional needs develop over time.

Payment options are available such as spreading payments out over multiple years.

We are looking forward to the opportunity to work with the City of Newburgh Fire Department. Please call our office at **(585) 264-9080** if you have any questions.

Sincerely,

Susan Testan

City of Newburgh Fire Department

RedNMX Records Management System — System Scope

Introduction

This document explains information regarding the Alpine Software proposed RedNMX System. All information and the proposals are based upon RedNMX System functionality the City of Newburgh Fire Department has requested. Specifications have been compiled based on the demonstration and phone consultation.

The main points of this proposal are -

1. **Complete conversion of the Firehouse System.**
   - All Data is included in the RedNMX system.
   - Basic clean up when appropriate.

2. **3rd Party CAD Interface from Orange County.**
   - Calls are automatically loaded into the system.
   - Calls displayed on bulletin system

3. **Career Scheduling.**
   - This is setup to match your existing schedule.
   - Include Daily Roster Report.

4. **Inventory Management Modules** including the general inventory, apparatus, hydrant and work order modules.

5. **Inspections/Violations.**
   - This includes existing letters and forms used.

This is a working document and additional information may be added as the project develops and details are defined.

Proposed System Description

Alpine Software has provided the City of Newburgh Fire Department with a complete system proposal of the fully integrated RedNMX Records Management System (RMS). This system will dramatically improve the operational functionality of the District and facilitate data and information sharing. Overall administration efficiency will become improved.

After implementation, the system will eliminate redundant data entry, guide users through the incident entry process, and provide all the transactions and information needed by the City of Newburgh Fire Department. All functionality will be directly accessible by authorized City of Newburgh Fire Department administrative personnel at all times without delay. The system is designed to be intuitive, easy to use for all levels of computer knowledge, and secure.

City of Newburgh Fire Department

RedNMX Records Management System — System Scope

Proposed System Modules

Listed below are the modules proposed to meet the City of Newburgh Fire Department's expressed needs:

System Modules	Description	Reference Brochure
3rd Party CAD Interface - Orange County	Integration with several different CAD vendors. CAD Systems automatically populate NFIRS, EMS, Unit History, and staffing records.	**CADINT-1**
NFIRS 5.0 Incident Reporting	Premium Fire Incident Reporting provides for the accurate entry and disk submission of the state incident reports. Additional state formats are included for historical data. This module produces perfect laser printout of each state incident report forms, including HazMat, Civilian, Fire, Medical Exposure Arson, Wild land reports. The module is approved by FEMA for submission of NFIRS 5.0 reports.	**INC-1**
Personnel Module	Manages membership/personnel information including medical records, inventory, incident and event attendance, training requirements and other pertinent data required by your District.	**PERS-1**
Training and Station Event Management	Assists in tracking training schedules and course requirements. This module produces several different reports that flag which personnel are deficient in specific training requirements. Also tracks an unlimited number of other non-incident events including meetings, drills, work details, standbys and other events. Personnel attendance is also compiled to provide data for manpower and point standing reports.	**NON-1**
Career Personnel Scheduling System	Manages scheduling of paid personnel and setting hours and shifts. Tracks pay rates, sick leave, and station schedules. 3rd party interfaces for other software products like Telestaff. Optional payroll interfaces are also available.	**SCHED-1**
Inventory Management	Tracks all inventory for a District. Inventory can be assigned to personnel, apparatus, fire stations and even be tracked by vendor. Service history and ownership is also recorded.	**INV-1**
Apparatus Management	Tracks apparatus records, service, inspections, inventory, and incident/non-incident usage. Includes *Additional Specifications* section to track additional apparatus information. Links with Incident, CAD, Personnel and Inventory modules. Produces several reports providing maintenance and inspection schedules based on mileage, date, incident usage, and hours.	**APP-1**
Hydrant Management System	Tracks all hydrants in a district, including maintenance, size, flow, and inspection. System links with CAD System to notify dispatchers of hydrants with deficient flow rates or out of service. Includes inspection/maintenance scheduling and reporting.	**HYD-1**
Work Order Manager	Is fully integrated with the Hydrant, Inventory, Hose, Apparatus, and SCBA modules. Allows for the quick generation and management of equipment problems. Fully integrated with all service histories.	**WO-1**

City of Newburgh Fire Department

RedNMX Records Management System — System Scope

Property/Pre-Plan	Assists in the management of pre-plans and site-plans for properties. Property records are indexed on multiple fields to allow for quick access to the correct address based on limited information. Pre-Plan entry screens can be customized to match District needs.	**GEO-1**
Document Imaging/Site Planning	Module allows you to attach documents to several of the modules. Examples include the ability to attach a graphic floor plan to a commercial address, incident drawing to a ems incident, and a photograph to an arson investigation. Attach JPG, PDF and other image files.	**IMAGE-1**
Inspections and Violations/Prevention Manager	Connects directly with **Property/Pre-Plan** Module, allows for management of inspections, scheduling, tracks violations, generates letters and prints reports. Supports BOCA, Uniform Fire Code (UFC), NFPA, New York Building Code Index, New Jersey Code and others in addition to entry of local codes and ordinances.	**INSP-1**
User Security Access	Provides for a multi level password protected method of restricting information and functions. Allows for the tracking of user logins and automatic logout features in the case of system inactivity.	**SEC-1**
Crewsense Interface	Interface with Crewsense for scheduling.	**NA**
Municity Interface	Interface with Municity for preplan information	**NA**

Proposed Services Description

System Installation and Configuration - RedNMX will be installed and configured by Alpine Software personnel. The majority of system installation will be provided using an approved remote internet connection. The remote connection is required to be provided by the City of Newburgh Fire Department (See *Requirements* section for more details).

Initial module configuration will be provided by Alpine to assist the City of Newburgh Fire Department with set up options. The System Administrator(s) will be able to continue with configuration of specific codes and set up options as desired. Alpine will consult throughout the process.

- **System Customization** - Alpine will be providing system customization as specified in the Services section of the itemized price proposal.

- **Staff Training** - Training is included for the specified personnel in the itemized proposal. Training is provided in a Train the Trainer type format on a specifically configured RedNMX Training System. Training is estimated based on the size and application of the project. Additional training is available if necessary.

- **Standard and Custom Documentation** - Alpine Software will provide both standard user manuals and additional supplemental documentation for specific items configured or customized for any City of Newburgh Fire Department specific configuration.

City of Newburgh Fire Department

RedNMX Records Management System — System Scope

Requirements System Implementation

- **Hardware and Network.** Supplemental document GEN-8 provides information on the RedNMX System Hardware Specifications. No hardware or database licensing is provided with the proposal.

System Support

Alpine Software will provide regular upgrades and support via the Internet utilizing ConnectWise, Windows Remote Desktop or similar remote connection tool and as well as RedAlert Direct On-line.

Work Station Hardware Requirements

Component	Recommended
CPU	Second generation Intel Core I3 Processor or better.
Hard Drive Size	120 GB or larger
RAM	4 GB or more
Monitor	19 Inch SVGA 1024 x 768 minimum Dual Monitors are Recommended if using mapping and/or dispatch.
Operating Systems	Windows 7, Windows 8.x, Windows 10 (Pro or Enterprise) 32 Bit or 64 bit. (Home versions of Windows are not supported)

Server Hardware Requirements

Component	Recommended
CPU	x64 class processor (like Intel Xeon with Intel EM64T support) with at least 4 cores and running at 4 GHz or better
Hard Drive Size	1 TB or larger recommended (Clients with Documents and Imaging may need more storage). Redundancy or RAID configuration is recommended.
RAM	16 GB or more recommended
Monitor	Not Applicable
Operating Systems	Windows Server 20012 - 2019
Database	MS SQL Server or MySQL *Ask about versions compatible with your application.* MS SQL Server is recommended for systems with services and or 10+ users

Mobile Data Terminal Requirements

Component	Recommended
CPU	Intel Core m3 processor or better
Hard Drive Size	64 GB or larger
RAM	3 GB or more
Monitor	Touch screen. 1024 x 768 or better.
Operating Systems	Windows 7, Windows 8.x, Windows 10 (Pro or Enterprise) 32 Bit or 64 bit. (Home versions of Windows are not supported)
Wireless Communications	Wireless N Compliance or better. Some applications may need 3G/4G Cellular Wireless.

Bulletin Board Computers

PC	The workstations dedicated to running the bulletin board application can be any pc capable of being networked and need to meet only the minimum specifications required to support the monitors they will be paired with. (Home versions of Windows are not supported)

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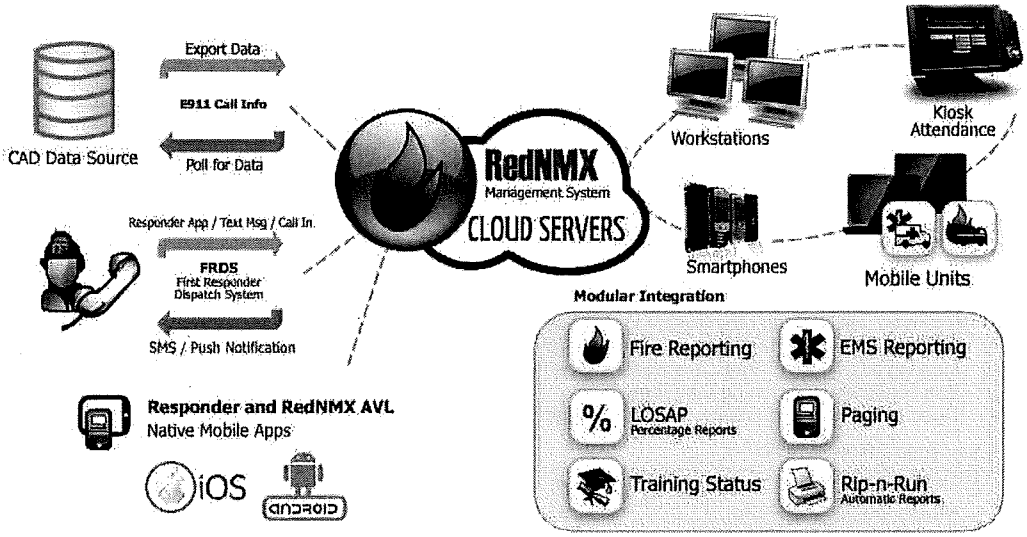
ALPINESOFTWARE

Cloud Based RedNMX

Alpine Software Corp, makers of RedAlert and RedNMX Fire Department Management Systems is offering a cloud based solution for departments wishing to offload the cost, maintenance and management of their fire department management system.



Cloud based RedNMX is a natural progression of the software and services Alpine Software has been providing to Fire and EMS agencies for more than 25 years.

The benefits are clear. Many agencies suffer the double edged problem of being dependent on technology yet not having the necessary resources to manage and maintain that technology.

As 24-7 operations, Fire and EMS agencies are more responsive when the information they need is readily, reliably and securely available to them. In a business where seconds can save lives, removing the burden of technology while enhancing the information it carries benefits both the providers and the recipients of these services.

Smart-phones, tablets and high speed Internet connections have become commonplace. Cloud based RedNMX leverages this fact, pushing call related information out to the front lines and into the hands of first responders.

- Appropriate for departments with limited IT resources and/or networks that prohibit remote data connections.
- Removes technology burden while adding functionality.
- Reliable and secure.
- Eliminates need to open computer network to external devices.
- Futureproof technology. Always updated, always maintained, and always backed up.

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RedNMX

Attention: Chief Francis Spinelli
City of Newburgh Fire Department
22 Grand Street
Newburgh, NY 12550

Proposal: NWB-001
RedNMX Records Management System

Date: 04/27/2021 **PO Number:**

A. Modules

Quantity	Description	List (Modules Discounted)	Cost
1	RedAlert(tm) NMX System RedAlert(tm) Client Server Enterprise Records Management Version	5,995.00	3,995.00
1	RedNMX CAD Interface - Orange County -Requires CAD data to be available in readable format. -Allows both Initialization and Call Posting (if available). -Incudes all Dispatch Times, Responses, and NFIRS Fields. -See configuration for set up requirements. *Does not include any charges for items required from CAD vendor (when necessary). See spec sheets: CADINT-1	1,995.00	1,995.00
1	NFIRS 5.0 National Reporting System. -NFIRS 5.0 Incident Form -Dual Mode Incident System -Fire Service Casualty -Civilian Casualty -Medical Exposure -Includes NFIRS 5.0 and Switch Date Function. See spec sheets: INC-1	1,295.00	1,295.00
1	Personnel Management -Office and Promotion History -Medical History -Committees -Additional Phone Numbers. See spec sheets: PERS-1	1,295.00	1,295.00
1	Non-Incident Event Management -Meetings -Drills with Evolution Attendance. -Work Details -Standbys -Miscallaneous Activities -Attendance Reports. -Links with LOSAP See spec sheets: NON-1	1,495.00	1,495.00
1	Career Scheduling System -Shift Rotation. -Roster Report. See spec sheets: SCHED-1	2,995.00	2,995.00
1	General Inventory Management -Service History. -Location Management. See spec sheets: INV-1	795.00	795.00
1	Apparatus Management -Service History -Fuel Usage -Inspection History	695.00	695.00

	-Compartment Link See spec sheets: APP-1		
1	Hydrant Management -Maintenance History -Flow Testing See spec sheets: HYD-1	695.00	695.00
1	Work Order Management System Full integrated with -Hydrant -General Inventory -Hose -Apparatus -SCBA See spec sheets: WO-1	1,195.00	1,195.00
1	GEO File, Premise, Property and Pre-Plan -Property/Pre-Plan -GEO File with high speed address locator -Static View Screen -Standard Edit Screen -Alarm Table. -Search Functions. See spec sheets: GEO-1	1,195.00	1,195.00
1	Document Imaging/Site Planning -Store Scanned Images -Sound and Video Files. -Indexed on Description, Date, Type, Reference Number. -Links with Arson, Incident, Inventory, Personnel, and Preplan. See spec sheets: IMAGE-1	1,995.00	1,995.00
1	Inspections and Violations -Violations -Action History -Inspections Schedule System. See spec sheets: INSP-1	2,995.00	2,995.00
1	Inspection Code Sets Load code sets into RedNMX System -	650.00	650.00
1	Security Access Management Module -Security Log In Audit Trail. -Table Edits System. -Timeout Feature. See spec sheets: SEC-1	495.00	0.00
1	Crewsense Interface Interface to scheduling software	1,995.00	1,995.00
1	Municity Interface (Estimate) Property preplan information	1,995.00	1,995.00
	Totals:		
		Module Total:	**27,275.00**

B3 - Installation and Customization

Length	Description	Cost
5.00	CAD Interface Setup - Orange County -Configure CAD Interface and select Fields for Transfer. -Implement and test CAD interface application. -Requires establishing ODBC connection to CAD Database. -Department must verify data availability.	$600.00
9.00	Module Installation and Setup -Installation and Setup of the NFIRS, Personnel, Non Incident Events, General Inventory, Apparatus, Hydrant, Work Order and Security modules.	$1,080.00

15.00	Career Scheduling Installation and Customization -Install and configure Career Scheduling Module. -Enter and configure shift names and rotations. -Configure and run intial shift rotations and personnel schedules. -Roster and absentee reports.	$1,800.00
3.00	Property Preplan Installation and Setup Install and setup module.	$360.00
2.00	Document Imaging/Site Planning Installation and Setup Install and setup module.	$120.00
8.00	Inspections/Violations Installation and Customization -Installation and customization of Inspections and Violations Module. -Create and install customized Inspection and Violation letters. -Includes inspection letter template, violation letter template. -Loading of code sets.	$960.00
6.00	Crewsense Interface Setup -Setup interface	$720.00
8.00	Municity Interface Setup -Setup interface	$960.00
	Installation Totals:	**6,600.00**

C. Training

Training Total: **1,680.00**

14 hours of training and consulting provided remotely via standard support connection.

D. Network License

Number of Users:
License Percentage: **0.00**
Base System Cost from Section A: **27,275.00**
Network Cost: **0.00**

F. Data Conversion

Data Conversion: 960.00

Data conversion from Firehouse - 8 hours

I. Terms and Comments

Additional modules, hardware, software, customization , custom reports, configuration services, training, network licensing, data conversion and other services will be quoted separately upon request by the department.

All data for interface options must be available to the RedNMX System in readable format. CAD data must be available in readable format. This proposal does not include any additional charges that may be required by 3rd party vendors to provide their interface component or other services. Please contact Alpine to discuss each specific interface as necessary.

This system would be hosted on the cloud. There would be an annual cloud hosting fee of $1,000.00 for the cloud hosting service.

This proposal includes the first six months of support. Annual support is calculated at 15% of the system cost.

Additional modules will be calculated into the annual support cost.

Proposal is valid for 90 days.

J. Cost Summary

A - Modules	27,275.00
B3 - Installation and Customization	6,600.00
C - System Training	1,680.00
F - Data Conversion	960.00
Total:	36,515.00

RESOLUTION NO.: 133 - 2021

OF

MAY 24, 2021

A RESOLUTION AUTHORIZING SETTLEMENT OF A WATER BILL WITH AN OUT-OF-CITY ACCOUNT FOR THE AMOUNT OF FIFTEEN THOUSAND AND 00/100 DOLLARS ($15,000.00)

WHEREAS, Hugh McHugh is the owner of property known as 483 Little Britain Road in the Town of Newburgh ("Property"); and

WHEREAS, the City of Newburgh provides water services to the Property; and

WHEREAS, Mr. McHugh's attorney has offered to settle unpaid water usage and penalty amounts owed Mr. McHugh without the need for litigation; and

WHEREAS, the parties have reached an agreement to settle the account for the amount of Fifteen Thousand and 00/100 dollars ($15,000.00), and to enter into a Water Service Agreement with Mr. McHugh, his successors, or assigns to the property for the City of Newburgh to continue providing water services to the Property in exchange for a release to 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 for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the outstanding water account for the Property in the total amount of Fifteen Thousand and 00/100 dollars ($15,000.00), and enter into a Water Service Agreement with Mr. McHugh, his successors, or assigns to the property to provide water services to the Property.

RESOLUTION NO.: 134 - 2021

OF

MAY 24, 2021

A RESOLUTION AUTHORIZING SETTLEMENT OF A WATER BILL WITH AN OUT-OF-CITY ACCOUNT FOR THE AMOUNT OF TEN THOUSAND AND 00/100 DOLLARS ($10,000.00)

WHEREAS, Jeffrey Whritner is the owner of property known as 465 Little Britain Road in the Town of Newburgh ("Property"); and

WHEREAS, the City of Newburgh provides water services to the Property; and

WHEREAS, the City of Newburgh commenced litigation to collect unpaid water usage and penalty amounts from Mr. Whritner; and

WHEREAS, the parties have reached an agreement to settle the account for the amount of Ten Thousand and 00/100 dollars ($10,000.00), and to enter into a Water Service Agreement for the City of Newburgh to continue providing water services to the Property in exchange for a release to 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 for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the outstanding water account for the Property in the total amount of Ten Thousand and 00/100 dollars ($10,000.00), and enter into a Water Service Agreement with Mr. Whritner to provide water services to the Property.

RESOLUTION NO.: 135 - 2021

OF

MAY 24, 2021

A RESOLUTION RATIFYING A SETTLEMENT AND AUTHORIZING THE PAYMENT OF CLAIM WITH LAKEEM THOMPSON IN THE AMOUNT OF $400,000.00

WHEREAS, Lakeem Thompson brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Four Hundred Thousand and 00/100 Dollars ($400,000.00) in exchange for a release to 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 for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager, Corporation Counsel and the City's outside defense counsel are hereby authorized to settle the claim of Lakeem Thompson in the total amount of Four Hundred Thousand and 00/100 Dollars ($400,000.00) and further authorized to execute documents as may be required to effectuate the settlement as herein described.