


**NEWBURGH**  
**IDA**   
**INDUSTRIAL DEVELOPMENT AGENCY**  
**BOARD OF DIRECTORS MEETING**  
Minutes of March 17, 2025

The Board of Directors of the Newburgh IDA met on Monday, March 17 at 6:45 pm at 401 Washington Street, Newburgh, NY 12550.

Present:

Board Members: Michael Nepl, Chair  
Gregory Nato, Secretary  
Vickiana DeMora, Treasurer  
Alexandra Church, Vice Chair  
Christina Amato, Member  
Sharonda Powell, Member

Staff: Cherisse Vickers, Executive Director  
Adriana Huaynalaya, Financial Administrator

Counsel: David Craft, Esq., Whiteman Osterman & Hanna LLP

Guests: Michael N'Dolo, MRB Group.  
Erik Cooney, Scobie Industrial Partners, LLC.  
Jacob Chai, Shaw Building L.P.

1. **Roll Call:** Michael Nepl, Chairman called the meeting to order at 6:36 pm. A quorum was declared to be met.

2. **Proof of Meeting Notice:** Michael Nepl, Chairman observed that the Notice of the meeting was properly sent and accepted.

3. **Public Hearing Scobie Industrial Partners, LLC:**

Scobie Industrial Partners, LLC, a New York limited liability company, or such other person(s) or entities as may be designated by the Company and agreed upon by the Agency (collectively, the "Company"), submitted an application to the Agency, which application has been updated by the Company prior to this meeting (collectively, the

March 17, 2025, Board Meeting Minutes

“Application”), a copy of which Application is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) the acquisition of an interest in a parcel of real property consisting of approximately 15.24 acres located at 5 Scobie Drive, Newburgh, New York (the “Land”), (2) the remediation of hazardous waste present on the Land pursuant to the Remedial Action Work Plan developed by the Company and approved by the New York State Department of Environmental Conservation, (3) the construction and improvement of a new warehouse distribution building on the Land totaling approximately 125,000 square feet (the “Facility”), and (4) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the “Equipment”) (the Land, the Facility, and the Equipment hereinafter collectively referred to as the “Project Facility”), (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency.

4. **Public Hearing Shaw Building, L.P:**

Shaw Building, L.P., a New York limited partnership, or such other person(s) or entities as may be designated by the Company and agreed upon by the Agency (collectively, the "Company"), submitted an application to the Agency, which application has been updated by the Company prior to this meeting (collectively, the “Application”), a copy of which Application is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) the acquisition of an interest in parcels of real property consisting of approximately 39,959 square feet located at 24-42 Johnes Street, Newburgh, New York (the “Land”), (2) the rehabilitation and conversion of an existing historic building on the Land to a mixed-use residential and commercial building totaling approximately 27,000 square feet and the construction and improvement of a new mezzanine residential building on the Land totaling approximately 36,500 square feet with principal uses across both buildings consisting of market-rate housing, affordable housing, and commercial retail space (collectively, the “Facility”), and (4) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the “Equipment”) (the Land, the Facility, and the Equipment hereinafter collectively referred to as the “Project Facility”), (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency.

5. **Reading and Approval of February 26, 2025 Meeting Minutes:**

Meeting Minutes from the board meeting of February 26, 2025, were distributed to the board via e-mail.

**Motion to approve February 26, 2025 meeting minutes as presented:**

Ms. Church: Motion to approve the minutes

Ms. DeMora: Motion seconded

**VOTE: Unanimously passed**

6. **Report of the Treasurer; Approval of Payment of Bills:**

Vickiana DeMora presented the February Treasurer's Report to the board.

**Motion to approve February 2025 Treasurer's Report**

Ms. Church: Motion to approve

Ms. Amato: Motion seconded

**VOTE: Unanimously passed**

**Motion to approve February 2025 Bill Payments**

Ms. Church: Motion to approve (Checks 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329)

Mr. Nato: Motion seconded

**VOTE: Unanimously passed**

**Audit 2024**

This morning, Ms. DeMora, Ms. Powell, and Ms. Vickers met to review the results of the audit. The audit findings were positive, with no significant issues identified—only one or two recommendations. The treasurer asked board approval for the audit. Mr. Nepl opened the floor for questions or comments. Mr. Nato inquired about the specific recommendations made in the audit. Ms. DeMora explained that one recommendation pertained to QuickBooks, noting that some past issues had already been resolved, but the auditors suggested additional staff training. Mr. Nepl emphasized that there were no formal audit findings, just a few corrective journal entries, which are a standard part of annual audits. Mr. Nepl also supported the recommendation for additional training, stating that it is always beneficial.

7. **Chairman's Report:**

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Mr. Nepl expressed his gratitude to the developers who participated in the public hearings and acknowledged their contributions to the City's growth. The chair highlighted that the two proposed projects are of exceptional quality and serve as strong examples of how Newburgh is fostering an economic development environment that is attracting investors from the region and beyond. Mr. Nepl emphasized that this is an exciting time for both the City and its residents, as these investments contribute to the ongoing revitalization and economic expansion of Newburgh. Mr. Nepl thanked the developers for their interest and commitment to the city's future.

8. **Counsel's Report:**

Mr. Craft shared with the board for Newburgh South Logistics Center, this project has already been approved for financial assistance. Mr. Craft and the company's attorney are working on finalizing the closing process. The closing documents are in place, and the transaction is expected to be completed by the end of the month.

For the 191 Washington project, Mr. Craft mentioned this project, previously approved for financial assistance, was discussed in the last meeting by Mr. McLaughlin. Mr. Craft reported that they are in the process of finalizing the closing, with early April set as the expected time frame for completion.

For the Cell Tower lease, Mr. Craft shared with the board that counsel received a lease amendment from Crown Castle for approval, extending the cell tower lease for a 25-year term. The lease includes an early termination option after 10 years at the Agency's sole discretion. Upon execution of this third amendment, the Agency will receive a one-time payment of \$20,000, while continuing to share revenue from the cell tower rentals. Ms. Amato asked whether the \$20,000 was a one-time fee for the lease extension or if rental payments would continue. Mr. Craft confirmed that, per the lease amendment, all existing lease terms remain in effect, meaning rental payments and revenue sharing will continue throughout the renewal term. Ms. Church expressed appreciation for the additional maintenance obligations included in the lease, ensuring that costs remain the responsibility of the leaseholder. If these obligations are not met, the Agency has enforcement rights, including default and lease termination.

9. **Executive Director's Report:**

Ms. Vickers provided updates on the retreat planning for the Agency's UTEP. Ms. Vickers reached out to board members regarding scheduling a retreat to discuss the UTEP (Uniform Tax Exemption Policy). Most members are available on April 11th at 9:00 AM, with only two votes still outstanding. If those confirmations come in, that will be the final date. The retreat location is yet to be determined. Previously, the board rented a space from Safe Harbors, which was convenient due to its proximity to City Hall. Ms. Vickers suggested using the same location again if agreeable to the board. Ms. Vickers is

now a member of SEDAC (Strategic Economic Development Advisory Committee) and attended a recent meeting where a board presentation took place. Moving forward, Ms. Vickers and/or Ms. Church can provide updates on SEDAC meetings as needed. Ms. Vickers also shared with the board the CD the IDA holds as noted in the treasurer's report is set to mature in April. The board will need to decide whether to renew the CD and under what terms. Ms. Vickers will be reaching out via email for guidance before the April meeting, as a decision may be needed in advance.

10. **New Business:**

*Resolution # 2025-03-17-01 Audit and Investment Report for 2024*

The Agency has received the Independent Report of the Agency Auditor for the year ending December 31, 2024, the 2024 Investment Report, and associated statements and reports (collectively, the “2024 Certified Annual Audit of the Agency”) and the members of the Agency have reviewed and considered the findings of the 2024 Certified Annual Audit of the Agency.

Ms. Church: Motion to approve

Ms. DeMora: Motion seconded

A roll call was taken for the vote.

Mr. Neppel: Yes

Ms. Church: Yes

Ms. DeMora: Yes

Mr. Nato: Yes

Ms. Amato: Yes

Ms. Powell: Yes

**VOTE: Unanimously passed**

*Resolution # 2025-03-17-02 Approval of Amendment to Certain Lease Agreement (Cell Tower)*

The Agency entered into a sublease, as amended, for the Property with Orange County-Poughkeepsie MSA Limited Partnership, a Delaware limited partnership (“ORP”), as subtenant, on or about February 1999 (the “Sublease”) and as the subtenant, constructed, or caused the construction of, a cell tower for use by the City and others and pursuant to that certain assignment and assumption agreement dated December 6, 1999, by and between ORP and Crown Atlantic Company LLC, a Delaware limited liability company (“Crown Castle”), ORP assigned to Crown Castle all of its right, title and interest in and to the Sublease and the Property. The term of the Sublease expired on September 9, 2024 (the “Sublease Termination Date”) and the members of the Agency have determined that it is in the best interest of the Agency to extend the term of the Sublease Agreement and by Resolution No. 2024-09-10-02 (the “Authorizing

Resolution”), the Agency authorized the extension of the Sublease upon certain terms and conditions; and after negotiation between the parties to the Sublease, the Agency now desires to amend the terms and conditions upon which it will extend the Sublease as set forth in this Resolution and approve the Third Amendment to the Lease as presented to the Members at this meeting.

Mr. Nato: Motion to approve  
Ms. Church: Motion seconded

A roll call was taken for the vote.

Mr. Nepl: Yes  
Ms. Church: Yes  
Ms. DeMora: Yes  
Mr. Nato: Yes  
Ms. Amato: Yes  
Ms. Powell: Yes

**VOTE: Unanimously passed**

11. **Old Business:**

Ms. Amato and Mr. Nepl engaged in a conversation regarding the removal of two resolutions from the agenda prior to the meeting and comments made during the public hearings for Liberty Street Apartments, LLC, and 104 Washington St, LLC.

12. **Adjournment**

A motion to adjourn was made by Ms. Church and seconded by Ms. DeMora. Unanimously passed at 8:34 pm.

**CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY  
TREASURER'S REPORT MARCH 17, 2025 MEETING  
FEBRUARY**

**OPERATING Account #2847**

**Opening Balance** As of February 1, 2025 **\$447,675.99**  
from bank statement

**Deposits**

<u>Payor</u>	<u>Amount</u>	<u>Remarks</u>
2/3/2025 AT&T	3,996.71	
2/4/2025 T-Mobile	5,416.49	
2/4/2025 Central Hudson	2,285.51	
2/27/2025 Dish Network	1,500.00	
2/28/2025 Mid Hudson Times	0.01	Account Verification
2/28/2025 Mid Hudson Times	0.01	Account Verification
2/28/2025 Interest Paid	451.85	Interest Rate 3.30%

**TOTAL DEPOSITS 2847** **\$13,650.58**

**Disbursements**

<u>Payee</u>	<u>Amount</u>	<u>Remarks</u>
WIRE 2/7/2025 Melvin & Melvin PLLC	350,000	Armory Settlement Payment
ACH 2/10/2025 Chubb	965.17	Property Insurance renewal
Check #1321 2/10/2025 ODP Business Solutions	260.05	Invoice 407724301001 & 407712139001
Check #1322 2/10/2025 black dog DESIGNS, LLC	319.99	Invoice 1999
Check #1323 2/10/2025 Veritex, LLC	1,783.60	Invoice 8069303, 8069308
ACH 2/11/2025 NYSIF	512.65	Workers Comp Insurance renewal
Check #1324 2/13/2025 MRB Group	14,077.98	Invoice 64223, 64221, 65732, 65733
Check #1325 2/24/2025 MRB Group	4,059.94	Invoice 65866, 65867, 65868
Check #1326 2/24/2025 J&G Law	175.00	Invoice 321910
Check #1327 2/24/2025 Phanatiks Entertainmen	1,000.00	Invoice 02192025
Check #1328 2/24/2025 William Smith & Son, Inc.	100.00	Invoice 6044
Check #1329 2/24/2025 Cherisse Vickers	44.76	Reimburse expenses
ACH 2/28/2025 Mid Hudson Times	0.01	Account Verification
ACH 2/28/2025 Mid Hudson Times	0.01	Account Verification

	<b>TOTAL CHECKS &amp; DISBURSEMENTS 2847</b>	<b>\$373,299.16</b>
<b>Closing Balance</b>	As of February 28, 2025	<b>\$88,027.41 Op Acct #2847</b>
<b>PAYROLL Acct #8243</b>		
<b>Opening Balance</b>	As of February 1, 2025	<b>\$151,017.42</b>
Debit	2/5/2025 Payroll Fees January 25	56.23
Debit	2/5/2025 Net Pay (part of gross wages)	3,271.41 12/23/24-01/05/25
Debit	2/5/2025 Employer Payroll Tax + Employee WH (part of gross wages)	1,368.98 12/23/24-01/05/25
Debit	2/19/2025 Net Pay (part of gross wages)	3,271.41 01/06/25-01/19/25
Debit	2/19/2025 Employer Payroll Tax + Employee WH (part of gross wages)	1,349.04 01/06/25-01/19/25
	Total Monthly Payroll Expense	<b>9,317.07</b>
Credit	2/28/2025 Interest Paid	362.36 Interest Rate 3.30%
<b>Closing Balance</b>	As of February 28, 2025	<b>\$142,062.71 Payroll Acct #8243</b>
<b>APPLICATIONS FUND Account #2855</b>		
<b>Opening Balance</b>	As of February 1, 2025	<b>\$14,151.44</b>
<b>Closing Balance</b>	As of February 28, 2025	<b>\$14,151.44 App Fund Acct #2855</b>
<b>LESSOR/TENANT Account #2863</b>		
<b>Opening Balance</b>	As of February 1, 2025	<b>\$2,523.74</b>
Interest Income	2/28/2025 Interest Paid	\$6.29 Interest Rate 3.30%
<b>Closing Balance</b>	As of February 28, 2025	<b>\$2,530.03 Lessor Acct #2863</b>
<b>LABOR MONITORING Account #7072</b>		
<b>Opening Balance</b>	As of February 1, 2025	<b>\$15,014.79</b>
<b>Closing Balance</b>	As of February 28, 2025	<b>\$15,014.79 Labor Monitor Acct #7072</b>

**MONEY MARKET Account #2871**

<b>Opening Balance</b>	As of February 1, 2025	<b>\$1,287,653.30</b>
Interest Income	2/28/2025 Interest Paid	3,210.31 Interest Rate 3.30%
<b>Closing Balance</b>	As of February 28, 2025	<b>\$1,290,863.61 MIM Acct #2871</b>

**NEWBURGH SOUTH LOGISTICS CENTER Account #6521**

<b>Opening Balance</b>	As of February 1, 2025	<b>\$54.50</b>
Interest Income	2/28/2025 Interest Paid	0.14 Interest Rate 3.40%
<b>Closing Balance</b>	As of February 28, 2025	<b>\$54.64 NSLC Acct #6521</b>

**PROVIDENT BANK Account #4346**

<b>Opening Balance</b>	As of February 1, 2025	<b>\$0.00</b>
<b>Closing Balance</b>	As of February 28, 2025	<b>\$0.00 PROVIDENT BANK Account #4346</b>

**PROVIDENT BANK Account #5683**

<b>Opening Balance</b>	As of February 1, 2025	<b>\$4,311,607.60</b>
<b>Closing Balance</b>	As of February 28, 2025	<b>\$4,311,607.60 PROVIDENT BANK Account #5683</b>

CITY OF NEWBURGH  
INDUSTRIAL DEVELOPMENT AGENCY

## Resolution No. 2025-03-17-01

### RESOLUTION CONFIRMING 2024 CERTIFIED ANNUAL AUDIT AND 2024 INVESTMENT REPORT

A regular meeting of City of Newburgh Industrial Development Agency (the “Agency”) was convened in public session at 401 Washington Street, Newburgh, New York on March 17, 2025, at 6:30 o'clock p.m., local time.

The meeting was called to order by the Chair of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Michael Nepl	Chair
Alexandra Church	Vice Chair
Vickiana DeMora	Treasurer
Gregory Nato	Secretary
Christina Amato	Member
Sharonda Powell	Member

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Cherisse Vickers	Executive Director
Adriana Huaynalaya	Financial Administrator
David Craft, Esq.	Agency Counsel

The following resolution was offered by Alexandra Church, seconded by Vickiana DeMora, to wit:

WHEREAS, the City of Newburgh Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act” or the “Act”) and Chapter 577 of the 1982 Laws of New York, as amended, constituting Section 913 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving,

maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, and research and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration ; and

WHEREAS, under Section 858 of the Act, the Agency has the power to approve certain administrative matters; and

WHEREAS, the Agency has received the Independent Report of the Agency Auditor for the year ending December 31, 2024, the 2024 Investment Report, and associated statements and reports (collectively, the “2024 Certified Annual Audit of the Agency”) ; and

WHEREAS, the members of the Agency have reviewed and considered the findings of the 2024 Certified Annual Audit of the Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby approves and confirms the 2024 Certified Annual Audit of the Agency; and

Section 2. The Agency hereby authorizes the Chair and the Executive Director to certify the submission of the 2024 Annual PARIS Report to the New York Authorities and Budget Office and the New York Office of the State Comptroller.

Section 3. This Resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Michael Nepl	VOTING	<u>YES</u>
Alexandra Church	VOTING	<u>YES</u>
Vickiana DeMora	VOTING	<u>YES</u>
Gregory Nato	VOTING	<u>YES</u>
Christina Amato	VOTING	<u>YES</u>
Sharonda Powell	VOTING	<u>YES</u>

The foregoing resolution was thereupon declared duly adopted.



CITY OF NEWBURGH  
INDUSTRIAL DEVELOPMENT AGENCY

**Resolution No. 2025-03-17-02**

**RESOLUTION AMENDING CERTAIN PROVISIONS OF RESOLUTION NO. 2024-09-10-02  
AND AUTHORIZING THE AGENCY TO ENTER INTO A RENEWAL OF A LEASE  
AGREEMENT**

A regular meeting of City of Newburgh Industrial Development Agency (the "Agency") was convened in public session at 401 Washington Street, Newburgh, New York on March 17, 2025, at 6:30 o'clock p.m., local time.

The meeting was called to order by the Chair of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Michael Nepl	Chair
Alexandra Church	Vice Chair
Vickiana DeMora	Treasurer
Gregory Nato	Secretary
Christina Amato	Member
Sharonda Powell	Member

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Cherisse Vickers	Executive Director
Adriana Huaynalaya	Financial Administrator
David Craft Esq.	Agency Counsel

The following resolution was offered by Gregory Nato, seconded by Alexandra Church, to wit:

WHEREAS, the City of Newburgh Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act" or the "Act") and Chapter 577 of the 1982 Laws of New York, as amended, constituting Section 913 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring,

constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, and research and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, under Section 858(9) of the Act, the Agency is authorized and empowered to make contracts and leases, and to execute all instruments necessary or convenient to or with any person, firm, partnership or corporation, either public or private; and

WHEREAS, the Agency, as tenant, entered into a lease agreement dated December 31, 1997 (the “City Lease”) with the City of Newburgh, as landlord and owner of that certain real property in the City of Newburgh, Orange County, State of New York, shown on the City of Newburgh Tax Maps as Section 50, Block 1, Lot 5, also being Lot No. 1 as shown on a map entitled “City of Newburgh Industrial Development Agency Final Plan Minor Subdivision”, said map having been filed in the Orange County Clerk’s Office on September 27, 1996 as Map No. 201-96 (the “Property”); and

WHEREAS, the Agency entered into a sublease, as amended, for the Property with Orange County-Poughkeepsie MSA Limited Partnership, a Delaware limited partnership (“ORP”), as subtenant, on or about February 1999 (the “Sublease”); and

WHEREAS, ORP, as the subtenant, constructed, or caused the construction of, a cell tower for use by the City and others; and

WHEREAS, pursuant to that certain assignment and assumption agreement dated December 6, 1999, by and between ORP and Crown Atlantic Company LLC, a Delaware limited liability company (“Crown Castle”), ORP assigned to Crown Castle all of its right, title and interest in and to the Sublease and the Property.

WHEREAS, the term of the Sublease expired on September 9, 2024 (the “Sublease Termination Date”); and

WHEREAS, the members of the Agency have determined that it is in the best interest of the Agency to extend the term of the Sublease Agreement; and

WHEREAS, by Resolution No. 2024-09-10-02 (the “Authorizing Resolution”), the Agency authorized the extension of the Sublease upon certain terms and conditions; and

WHEREAS, after negotiation between the parties to the Sublease, the Agency now desires to amend the terms and conditions upon which it will extend the Sublease as set forth in this Resolution and approve the Third Amendment to the Lease as presented to the Members at this meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby approves the extension of the Sublease Agreement (the “Sublease Extension”) pursuant to the terms and conditions set forth in that certain Third Amendment to Lease attached hereto as **Exhibit A** (the “Third Lease Amendment”):

Section 2. The Chair or the Executive Director of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the extension of the Third Lease Amendment.

Section 3. The Chair and the Executive Director of the Agency are each hereby authorized to take all reasonable actions necessary to implement the provisions hereof.

Section 4. This Resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Michael Nepl	VOTING	<u>YES</u>
Alexandra Church	VOTING	<u>YES</u>
Vickiana DeMora	VOTING	<u>YES</u>
Gregory Nato	VOTING	<u>YES</u>
Christina Amato	VOTING	<u>YES</u>
Sharonda Powell	VOTING	<u>YES</u>

The foregoing resolution was thereupon declared duly adopted.

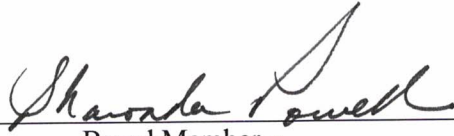
STATE OF NEW YORK        )  
  ) SS.:  
COUNTY OF ORANGE        )

I, the undersigned Secretary of City of Newburgh Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency held on March 17, 2025 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 22 day of April, 2025.

  
\_\_\_\_\_  
~~Board Member~~  
Acting Secretary

(SEAL)

EXHIBIT A  
THIRD AMENDMENT TO LEASE  
[See Attached]

### **THIRD AMENDMENT TO LEASE**

This **THIRD AMENDMENT TO LEASE** (this "Third Amendment") is dated as of the date of Lessor's signature, and made effective as of the date of the last party to sign (the "Effective Date"), by and between **CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation, having an address of 83 Broadway, Newburgh, New York 12550 ("NIDA"), and **CROWN ATLANTIC COMPANY LLC**, a limited liability company organized and existing under the laws of the State of Delaware, having an address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Crown"). All capitalized terms used but not defined herein shall have the meanings ascribed to such terms as set forth in the Lease (as defined below).

### **BACKGROUND**

A. The City of Newburgh is the owner of certain property located in the City of Newburgh, County of Orange, State of New York, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. By a certain ground lease, dated December 31, 1997, as amended and restated by that certain First Amendment to Lease Agreement dated December 21, 1998, by and between the City of Newburgh and NIDA (the "Ground Lease"), the City of Newburgh leased a portion of the Property to NIDA to arrange for construction of a tower and an equipment shelter together with a non-exclusive easement for ingress, egress and utilities over adjacent real property as more particularly described in Exhibit B attached hereto and made a part hereof (the "Access Easement" together with the Property, hereinafter, collectively referred to as the "Premises").

C. Pursuant to that certain Land Lease and Tower Construction Agreement, dated February 9, 1999 (the "Initial Lease"), as amended by that certain First Addendum to Land Lease and Tower Construction Agreement dated July 26, 1999 (the "First Amendment to Lease"), as further amended by that certain Second Addendum to Land Lease and Tower Construction Agreement dated August 19, 1999 (the "Second Amendment to Lease" together with the Initial Lease and the First Amendment to Lease, hereinafter, collectively referred to as the "Lease") by and between NIDA and Orange County-Poughkeepsie MSA Limited Partnership, a Delaware limited partnership ("ORP"), NIDA subleased the Premises to ORP and hired ORP to construct a tower on the Premises and improve the Premises for a communications facility used by the Fire, Police, Public Works and other departments of the City of Newburgh in exchange for ORP's free use of the communications facility for a term of twenty-five (25) years.

D. Pursuant to that certain Construction, Assignment and Assumption, dated December 6, 1999, by and between ORP and Crown, ORP assigned and transferred to Crown all of ORP's right, title and interest in and to the Lease and the Premises.

E. NIDA and Crown desire to amend the Lease upon the terms and conditions set forth in this Amendment.

### **AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of

which is hereby acknowledged, NIDA and Crown hereby agree that the Lease is hereby amended as follows, effective as of the Effective Date:

1. **Renewal Term.** At the end of the Term, the Lease shall automatically renew for five (5) successive five (5)-year periods commencing on September 10, 2024, and terminating on September 9, 2049 (each five-year renewal period hereinafter referred to as a “Renewal Term”), on the terms and conditions set forth in the Lease, as modified by this Third Amendment.

2. **Early Termination Option.** After the second Renewal Term, NIDA, in its sole discretion, shall have the option to terminate the Lease (“Early Termination Option”) upon providing Crown at least twelve (12) month’s prior written notice (“Early Termination Notice”) that it’s exercising the Early Termination Option. The date set forth in the Early Termination Notice shall be the “Early Termination Date.” Crown shall vacate and surrender possession of the Premises on the Early Termination Date in accordance with the Lease and the parties shall thereafter be relieved of any further obligations and liabilities under the Lease except for those provisions which survive the termination of the Lease.

3. **Option to Relocate.** As long as Crown is not in default under any provision of the Lease and NIDA intends to exercise the Early Termination Option for purposes of developing on the Property, NIDA shall offer Crown the option to relocate the communication tower to another site under the exclusive control of NIDA that is agreed upon by the parties upon the same terms as this Lease for the remainder of the Renewal Term.

4. **Fee.** As consideration for entering into this Third Amendment, Crown shall pay NIDA, no later than sixty (60) days from the Effective Date, one lump sum payment of Twenty Thousand and 00/100 Dollars (\$20,000.00) in immediately available funds at NIDA’s address set forth above.

5. **Maintenance.** Notwithstanding Crown’s maintenance obligations set forth in the Lease, Crown shall be responsible, at its sole cost and expense, for performing all work associated with the maintenance, repair, replacement, use and operation of the Premises in compliance with all laws, ordinances, orders, rules, regulations and requirements of any federal, state or municipal government or agency thereof.

6. **Notices to NIDA.** Any and all notices to NIDA under or in connection with the Lease shall be transmitted to NIDA at its address first set forth above with any copy(ies) transmitted to Whiteman Osterman & Hanna LLP, One Commerce Plaza, Albany, New York 12260, Attn: Robert J. McLaughlin, Esq.

7. **Representations and Warranties.**

(A) As additional consideration for the modifications set forth herein, Crown represents and warrants to, and covenants with, NIDA as follows: (a) Crown has not assigned any of its interest in the Lease; (b) Crown, as of the date of this Third Amendment, has no claim, charge, defense, abatement, or offset under the Lease against its performance of the terms and conditions of the Lease including, without limitation, Crown’s payment of charges due or to become due thereunder; (c) as of the date hereof, there exists no events or conditions that, with the passage of time, the giving of notice, or both, would constitute a default by NIDA under the Lease; (d) Crown has the full right, power and authority to enter into this Third Amendment, which Third

Amendment is binding upon Crown in all respects upon full-execution hereof by said Crown, and to fulfill all of its obligations hereof without the requirement of any approval, consent or other authorization from any third-party (or which such approval, consent or other authorization is in full force and effect on the date hereof); (e) there are no actions pending, and to the best of Crown's knowledge, there are no actions threatened or contemplated, whether voluntary or otherwise, against Crown under the bankruptcy or insolvency laws of the United States or any state in which Crown is the bankrupt or insolvent party; (f) Crown has not dealt with any broker or agent in connection with the negotiation and execution of this Third Amendment, and no commission or compensation is therefore due on account of Crown's negotiation and entry into this Third Amendment; and (g) Crown hereby discharges NIDA, its successors, agents and assigns, from any and all causes of action, suits, debts, controversies, and claims arising out of Crown's tenancy and/or occupancy or use of the Premises from February 9, 1999, to the date of this Third Amendment.

(B) NIDA represents and warrants to Crown as follows: (a) NIDA is seized of good and sufficient leasehold interest to the Premises, and has full authority to enter into and execute this Third Amendment and to perform all of its obligations under the Lease; (b) there are no pending or, to the best of its knowledge, threatened actions in the nature of foreclosure of any mortgage or other lien against the Premises or NIDA's leasehold interest thereto; and (c) as of the date hereof, there exists no events or conditions that, with the passage of time, the giving of notice, or both, would constitute a default by Crown under the Lease.

**8. Reservation of Rights; Construction.** NIDA and Crown acknowledge and agree that this Third Amendment shall not constitute a waiver of any payment or other obligation of Crown under the Lease, and NIDA reserves any and all of its rights with respect to any Crown default now or hereafter existing under the Lease. NIDA and Crown further acknowledge and agree that all of terms and conditions of the Lease remain in full force and effect and shall apply and govern as if set forth herein except as the same are modified by this Third Amendment. In the event there is a conflict between the terms of this Third Amendment and the terms of the Lease or previously executed amendments, the terms of this Third Amendment shall control.

**9. Default.** The parties agree that the default provisions under the Lease shall apply to the terms, conditions, and covenants of this Third Amendment.

**10. Miscellaneous.**

(a) This Third Amendment, including the recitals set forth under the BACKGROUND section above, which constitute a material part hereof, contains the entire agreement of NIDA and Crown with respect to the subject matter hereof, and any agreement hereafter made shall not operate to change, modify, or discharge the Lease as amended by this Third Amendment in whole or in part unless such agreement is in writing and signed by NIDA and Crown. For purposes of clarity, the "Lease" shall refer to the Lease as modified by all amendments, including this Third Amendment. The section headings used herein are solely for the purpose of reference, and shall not in any way affect or be construed as modifying the meaning or interpretation of the provisions hereof. This Third Amendment shall be construed and enforced in accordance with the laws of the State of New York without giving effect to conflict of laws or choice of laws rules.

(b) This Third Amendment may be executed in multiple counterparts, all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email transmission shall be effective as delivery of an original hard-copy counterpart.


(c) If the Lease is terminated, this Third Amendment shall also thereupon automatically terminate, subject to any rights, duties or obligations which by their terms survive such termination.

*[Remainder Of Page Intentionally Left Blank;  
Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have duly executed this **THIRD AMENDMENT TO LEASE** effective as of the date first set forth above.

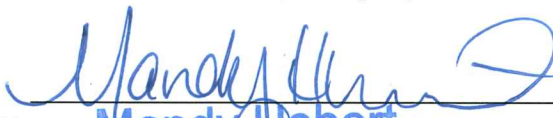
NIDA:

**CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY**

By:   
Name: Michael Neppi  
Title: Chair  
Date: March 17, 2025

CROWN:

**CROWN ATLANTIC COMPANY LLC,  
a Delaware limited liability company**

By:   
Name: Mandy Hebert  
Title: Mgr Real Estate  
Date: \_\_\_\_\_

MAR 04 2025

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

ALL that certain piece or parcel of land situate, lying and being in the City of Newburgh, Orange County, New York, being a portion of lands shown on the City of Newburgh Tax Maps as Section 50, Block 1, Lot 5, also being Lot No. 1 as shown on a map entitled "City of Newburgh Industrial Development Agency Final Plan Minor Subdivision", said map having been filed in the Orange County Clerk's Office on September 27, 1996 as Map No. 201-96 being more particularly described as follows:

BEGINNING at a point in the southerly line of lands of NIDA, said line also being the division line between the City of Newburgh and the Town of New Windsor, said point being N 70° 04' 42" West 353.27 feet as measured along said line from its intersection with the easterly line of lands of NIDA, running thence the following courses:

1. Along the southerly line of lands of NIDA, N 70° 04' 42" W 345.43 feet to a point;
2. Through lands of the NIDA, N 25° 18' 52" E 253.35 feet to a point;
3. Still through said lands, S 70° 04' 42" E 345.43 feet to a point;
4. Still through said lands, S 25° 18' 52" W 253.35 feet to the point or place of BEGINNING.

Containing 2.00 acres of land more or less.

EXHIBIT "B"

Page 1 of 2

LEGAL DESCRIPTION OF ACCESS EASEMENT

A twenty-five (25) foot wide right of way easement through lands of NIDA for purposes of ingress, egress and utilities to and from Ellis Avenue over an existing drive, said right of way easement being more particularly described as follows:

BEGINNING at a point in the southerly line of Ellis Avenue, where said line is intersected by the westerly end of Ellis Avenue, running thence, through lands of NIDA, the following courses:

1. S. 9° 30' 09" E 70.88' to a point;
2. S. 25° 44' 51" W 192.45' to a point of curvature;
3. On a curve to the left having a radius of 62.50' a distance of 79.37' to a point of tangency;
4. S. 47° 00' 55" E 79.15' to a point;
5. S 23° 51' 20" E 101.14' to a point;
6. S 16° 55' 19" W 72.99' to a point;
7. S 9° 09' 29" E 202.18' to a point of curvature;
8. On a curve to the right having a radius of 87.50' a distance of 124.50' to a point of tangency;
9. S. 72° 21' 51" W 177.79' to a point of curvature;
10. On a curve to the left having a radius of 62.50' a distance of 81.35' to a point of tangency;
11. S 2° 12' 53" E 54.78' to a point of curvature;
12. On a curve to the right having a radius of 87.50' a distance of 75.95' to a point of tangency;
13. S 47° 30' 58" W 186.59' to a point;
14. S 36° 38' 39" W 114.18' to a point;
15. S 44° 16' 47" W 140.37' to a point;
16. S 52° 15' 21" W 133.58' to a point;
17. S 34° 38' 29" W 68.86' to a point;
18. S 53° 36' 42" W 150.02' to a point in the northerly line of the above described parcel, said point being N 70° 04' 42" W 14.23' as measured along said line from its intersection with the easterly line of said parcel;
19. Along the northerly line of said parcel, N 70° 04' 42" W 30.05' to a point; thence, returning through lands of NIDA;

EXHIBIT "B"

Page 1 of 2

20. N. 53° 36' 42" E 162.51' to a point;
21. N 34° 38' 29" E 68.55' to a point;
22. N 52° 15' 21" E 135.71' to a point;
23. N 44° 16' 47" E 136.96' to a point;
24. N 36° 38' 39" E 114.89' to a point;
25. N 47° 30' 58" E 188.97' to a point of curvature;
26. On a curve to the left having radius of 62.50' a distance of 54.25' to a point of tangency;
27. N 2° 12' 53" W 54.78' to a point of curvature;
28. On a curve to the right having a radius of 87.50' a distance of 113.389' to a point of tangency;
29. N 72° 21' 51" E 177.79' to a point of curvature;
30. On a curve to the left having a radius of 62.50' a distance of 88.93' to a point of tangency;
31. N 9° 09' 29" W 207.97' to a point;
32. N 16° 55' 19" E 69.49' to a point;
33. N 23° 51' 20" W 86.73' to a point;
34. N 47° 00' 55" W 74.03' to a point of curvature;
35. On a curve to the right having a radius of 87.50' a distance of 111.12' to a point of tangency;
36. N 25° 44' 51" E 184.75' to a point;
37. N 9° 30' 09" W 94.08' to a point in the westerly end of Ellis Avenue;
38. Along the westerly end of Ellis Avenue, S 47°56' 10" E 40.00' to the point or place of BEGINNING.

As shown on a map entitled "City of Newburgh Industrial Development Agency Final Plan Minor Subdivision", said map having been filed in the Orange County Clerk's Office on September 27, 1996 as Map No. 201-96.