CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
February 27, 2017
7:00 PM

Mayor/Alcaldesa

1. Prayer/Rezo
2. Pledge of Allegiance/Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de asistencia

Communications/Communicaciones

4. Executive Session

   Executive Session to discuss matters pertaining to the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

   Sesión Ejecutiva para discutir temas con respecto al historial de contratación, médico o financiero de una persona en particular o corporación o asuntos conduciendo al nombramiento, contratación, ascenso, descenso, disciplina, suspensión, despido o extracción de una persona en particular o corporación.

5. Approval of the minutes of the meeting of February 13, 2017

   Aprobación del acta de la reunión del 13 de Febrero de 2017

6. City Manager Update / Gerente de la Ciudad pone al dia a la audiencia de los planes de cada departamento

Presentations/Presentaciones

7. Comptroller's Financial Report

   (Katie Mack)

   Reporte Financiero del Contralor (Katie Mack)

8. Public Hearing Chapter 240 Rental Properties Cont'd

   Continuación de la Audiencia Pública sobre Alquiler de Propiedades Capitulo 240

Comments from the public regarding the agenda/Comentarios del público con respecto

a la agenda

Comments from the Council regarding the agenda/Comentarios del Consejo con respecto a la agenda

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

9. Resolution No. 43 - 2017 - 35-37 Broad St. Regal Bag Company

   A resolution authorizing the City Manager to execute an option and purchase agreement with Statistical analysis, Inc. for the sale and redevelopment of real property known as 35-37 Broad Street (Section 10, Block 3, Lot 2.22) with a proposed purchase price of $245,000.00. (Deirdre Glenn)

   Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de opción y compra con "Statistical Analysis, Inc." Por la venta y desarrollo de la propiedad de bienes raíces conocida como la 35-37 Broad Street (Sección 10, Bloque 3, Lote 2.22) con una propuesta de precio de compra de $245,000.00. (Deirdre Glenn)

10. Resolution 44 - 2017 - Authorizing Amendment#1 with ARCADIS for the South Water Street Sewer Separation Project

    Resolution authorizing the City Manager to enter into Amendment No. 1 to the agreement for professional engineering services with Arcadis of New York, Inc. in connection with the South Water Street Sewer Separation Project in an amount not to exceed $144,500.00. (Jason Morris)

    Una resolución autorizando al Gerente de la Ciudad a integrar a la Enmienda No. 1 el acuerdo para servicios de Ingeniería Profesional con Arcadis de Nueva York, Inc. En conexión con el Proyecto de separación de Alcantarillas por un monto que no exceda $144,500.00. (Jason Morris)

11. Resolution No. 45 - 2017 Amendment#1 with ARCADIS for Regulator#2 Improvements

    Resolution authorizing the City Manager to enter into Amendment No. 1 to the agreement for professional engineering services with Arcadis of New York Inc. for the Regulator No. 2 Improvements Project as part of the Combined Sewer Overflow Long Term Control Plan in an amount not to exceed $157,500.00. (Jason Morris)

    Una resolución autorizando al Gerente de la Ciudad a integrar a la Enmienda No. 1 el acuerdo para servicios de Ingeniería Profesional con Arcadis de Nueva York, Inc. Para el Proyecto de Mejoras para el Regulador No. 2 como parte del Plan de Control a Largo Plazo del Desbordamiento del Alcantarillado Combinado por un monto que no exceda $157, 500.00. (Jason Morris)

12. Resolution 46 - 2017 Declaring a Bullet Proof Vest Surplus Equipment

    Resolution declaring a bullet proof vest to be surplus equipment and

authorizing sale to the Town of Blooming Grove Police Department for the amount of $877.00. (Katie Mack & Chief Cameron)

Una resolución declarando un chaleco antibalas como equipo de exceso y autorizando su venta al Departamento de Policía del Pueblo de Blooming Grove por el monto de $877.00. (Katie Mack y Jefe Cameron)

13. Resolution No. 47 - 2017 Purchase of 20 South Miller Street

    Resolution authorizing the conveyance of real property known as 20 South Miller Street (Section 30, Block 2, Lot 37) to Habitat for Humanity of Greater Newburgh, Inc. at private sale. (Deirdre Glenn)

    Una resolución autorizando el traspaso de bienes raíces conocidas como la 20 de la Calle South Miller (Sección 30, Bloque 2, Lote 37) a Hábitat para la Humanidad de Newburgh, Inc. En una venta privada. (Deirdre Glenn)

14. Resolution No. 48 - 2017 Purchase of 44 Johnes Street, Unit 206-J

    Resolution to authorize the conveyance of real property known as 44 Johnes Street, Unit 206-J (Section 58, Block 1, Lot 1.-16) at private sale to Shigekazu Moriya for the amount of $25,500.00. (Deirdre Glenn)

    Una resolución autorizando el traspaso de bienes raíces conocidas como la 44 de la Calle Johnes, Unidad 2026-J (Sección 58, Bloque 1, Lote 1.-16) en una venta privada a Shigekazu Moriya por la cantidad de $25,500.00 (Deirdre Glenn)

15. Resolution No. 49 - 2017 A resolution adopting the New York State Unified Solar Permit

    Resolution adopting the New York State Unified Solar Permit and to apply for and accept if awarded a New York State Energy Research and Development Authority Grant in the amount of $2,500.00. (Deirdre Glenn)

    Una resolución adoptando el Permiso de Unificación Solar del Estado de Nueva York para solicitar e aceptar si es otorgada una subvención del Estado de Nueva York para Investigación sobre Energía y Desarrollo de Autoridad por la cantidad de $2,500.00. (Deirdre Glenn)

16. Resolution No. 50 - 2017 A resolution adopting Energy Benchmarking Policy Requirements for Certain Municipal Buildings in the City of Newburgh

    Resolution adopting Energy Benchmarking Policy requirements for certain municipal buildings in the City of Newburgh. (Deirdre Glenn)

    Una resolución adoptando los requerimientos de Evaluación Comparativas de las Políticas de Energía para ciertos edificios municipales en la Ciudad de Newburgh. (Deirdre Glenn)

17. Resolution No. 51 - 2017 Release of Covenants - 177 Broadway

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Aston Bailey to the premises known as 177 Broadway (Section 36, Block 1, Lot 5) (Jeremy Kaufman/Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y el derecho a reingreso de una escritura emitida a Aston Bailey a las localidades conocidas como la 177 de Broadway (Sección 36, Bloque 1, Lote 5) (Jeremy Kaufman/Michelle Kelson)

18. Resolution No. 52 -2017 Satisfaction of Mortgage -- Charles A. Stewart for 345 Broadway

Resolution authorizing the City Manager to execute a satisfaction in connection with a mortgage issued to Charles A. Stewart for premises located at 345 Broadway (Section 34, Block 2, Lot 13) (jeremy Kaufman/Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar una satisfacción en conexión con una hipoteca emitida a Charles A. Stewart para las localidades ubicadas en la 345 de Broadway (Sección 34, Bloque 2, Lote 13) (Jeremy Kaufman/Michelle Kelson)

19. Resolution No. 53 - 2017 DEC 2016 Urban Forestry Grant - South William Street Greening Project

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Department of Environmental Conservation 2016 Urban Forestry Program Grant Round 13 in the amount of $50,000.00 for the Greening South William Street Project. (Jeremy Kaufman/Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgada una Subvención Ronda 13 del Programa Forestal Urbano del Departamento de Conservación Ambiental 2016 del Estado de Nueva York por la cantidad de $50,000.00 para el Proyecto de Reverdecimiento de la Calle South William. (Jeremy Kaufman/Michelle Kelson)

20. Resolution No. 54 - 2017 DEC 2016 Urban Forestry Grant - Tree Maintenance Plan

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Department of Environmental Conservation 2016 Urban Forestry Program Grant Round 13 in the amount of $20,000.00 to implement a tree maintenance plan. (Jeremy Kaufman/Michelle Kelson)

Una Resolución Autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgada una subvención Ronda 13 del Programa Forestal Urbano del

Departamento de Conservación Ambiental 2016 del Estado de Nueva York por la cantidad de $20,000.00 para implementar un plan para mantenimiento de árboles. (Jeremy Kaufman/Michelle Kelson)

21. Resolution No. 55 - 2017 GIVE Grant Resolution to Award and Accept

    A Resolution authorizing the City Manager to apply for and accept if awarded a grant from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") partnership to enhance law enforcement in the City of Newburgh to achieve sustained, long-term crime reduction in an amount not to exceed $428,000.00 with no City match for the period July 1, 2017 to June 30, 2018. (Chief Cameron)

    Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Departamento de Servicios de Justicia Criminal del Estado de Nueva York bajo la asociación de Eliminación de la Violencia Involucrada con Armas de Fuego (GIVE) para mejorar el orden público en la Ciudad de Newburgh para lograr reducción de crímenes a largo plazo y continuo por una cantidad que no exceda $428,000.00 sin necesidad que la Ciudad iguale los fondos durante el periodo de 1 de Julio de 2017 al 30 de Junio de 2018. (Jefe Cameron)

22. Resolution No. 56 - 2017 Healthy Orange Schools & Communities Interventions Grant

    Resolution authorizing the City Manager to apply for and accept if awarded an Orange County Department of Health Healthy Orange Schools and Communities Program Grant in an amount not to exceed $5,000.00 requiring no City match for the Recreation Department. (Derrick Stanton)

    Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgada una subvención del Programa de Comunidades y el Departamento del Condado de Orange de Escuelas de Orange Salud Saludables por un monto que no exceda $5,000.00 el cual no requiere que la Ciudad iguale los fondos para el Departamento de Recreación.

23. Resolution No. 57 - 2017

    A resolution authorizing an extension of time to settle Litigation regarding the tax foreclosure of Liens for the year 2014 relative to 16 William Street, (Section 35, Bock 3, Lot 14). (Michelle Kelson)

    Una resolución autorizando una extensión de tiempo para llegar a un acuerdo sobre la litigación con respecto a la acción judicial para recuperar la posesión hipotecaria del año fiscal 2014 relativo a la 16 de la Calle William (Sección 35, Bloque 3, Lote 14) (Michelle Kelson)

24. Resolution No. 58 - 2017

    A Resolution authorizing the City Manager to execute on behalf of the City of Newburgh a Third Amendment to the Land Development agreement with Mill

Street Partners, LLC for the redevelopment of City owned properties know as the Mid-Broadway Site. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar en nombre de la Ciudad de Newburgh una Tercera Enmienda al acuerdo de Desarrollo de la Tierra con Mill Street Partners, LLC para la reurbanización de las propiedades de la Ciudad conocidas como el Sitio de Broadway Central (Michelle Kelson)

25. Ordinance No. 2 - 2017

    An Ordinance amending Chapter 163 entitled "Fees" of the Code of the City of Newburgh. (Michelle Kelson)

    Una Ordenanza enmendando el Capítulo 163 titulado "Tarifas" del Código de la Ciudad de Newburgh. (Michelle Kelson)

26. Ordinance No. 3 - 2017

    An Ordinance amending Chapter 240, entitled "Rental Properties" of the Code of Ordinances of the City of Newburgh. (Michelle Kelson)

    Una Ordenanza enmendando el Capítulo 240, titulado "Alquiler de Propiedades" del Código de Ordenanzas de la Ciudad de Newburgh. (Michelle Kelson)

27. Ordinance No. 4 - 2017 Amending Chapter 163 to adopt a fee for the NYS Unified Solar Permit

    Ordinance amending Chapter 163 entitled "Fees" of the Code of the City of Newburgh to adopt a fee for the New York State Unified Solar Permit. (Michelle Kelson)

    Una ordenanza enmendando el Capítulo 163 titulado "Tarifas" del Código de la Ciudad de Newburgh para adoptar una tarifa para el Permiso de Unificación Solar del Estado de Nueva York. (Michelle Kelson)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Public Comments Regarding General Matters of City Business

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 43 - 2017

OF

FEBRUARY 27, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPTION AND PURCHASE AGREEMENT WITH STATISTICAL ANALYSIS, INC. FOR THE SALE AND REDEVELOPMENT OF REAL PROPERTY KNOWN AS 35-37 BROAD STREET (SECTION 10, BLOCK 3, LOT 2.22) WITH A PROPOSED PURCHASE PRICE OF $245,000.00

WHEREAS, the City of Newburgh is the owner of real property located at 35-37 Broad Street, being more accurately described as Section 10, Block 3, Lot 2.22 on the Official Tax Map of the City of Newburgh; and

WHEREAS, Statistical Analysis, Inc. has presented a proposal for the purchase and development of the aforementioned parcels; and

WHEREAS, the parties wish to enter into the Option and Purchase Agreement in substantially the form attached hereto; with such other terms and conditions as Corporation Counsel deems appropriate and necessary as required by law and as are in the best interests of the City of Newburgh; and

WHEREAS, this Council finds it to be in the best interests of the City of Newburgh and its continuing development to enter into such Option and Purchase Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to prepare and execute an option and purchase agreement, in substantially the same form as annexed hereto and made a part hereof, with such other terms and conditions as may be required by Corporation Counsel, with Statistical Analysis, Inc., and other related documents as may be required by the Corporation Counsel.

OPTION AND PURCHASE AGREEMENT

THIS OPTION AND PURCHASE AGREEMENT (this "**Agreement**"), effective as of _____ __, 2017 (the "**Effective Date**"), by and between **CITY OF NEWBURGH, NEW YORK,** a municipal corporation of the State of New York having an address at City Hall, 83 Broadway, Newburgh, New York 12550 (together with its successors and assigns, "**Seller**" or "City"), and Statistical Analysis, Inc., a New York corporation with an address _____ (together with its successors and assigns, "**Buyer**"). Pursuant to this Agreement, Seller hereby grants to Buyer an exclusive option to purchase the Property (as described below) (the "**Option**").

RECITALS

WHEREAS, Seller owns a parcel of unimproved real property situated at 35-37 Broad Street, City of Newburgh, Orange County, New York (the "**Real Property**"); and

WHEREAS, Seller desires to grant to Buyer, and Buyer desires to obtain from Seller, an exclusive option to purchase the Real Property from Seller on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and intending to be legally bound hereby, the Parties do hereby stipulate, covenant and agree as follows:

1. <u>Property</u>: "**Property**" as used in this Agreement shall collectively mean the following:

(a) The Real Property, being identified as Tax Parcel ID No. 10-3-2.22 and consisting of approximately 2.7 acres as more fully described in **Exhibit "A"** attached hereto and incorporated herein and all appurtenances and hereditaments thereto ("**Land**");

(b) All rights, privileges, grants and easements appurtenant to or burdening Seller's interest in the Land, if any, including, all of Seller's right, title and interest, if any, in and to all easements, licenses, covenants and other rights-of-way, variances and all other estates, rights, titles, interests, servitudes, tenements, and appurtenances in connection with, in relation to, or used in connection with the beneficial use and enjoyment of the Land ("**Additional Rights**"); subject to the zoning and other ordinances, codes and regulations of the City and the City Charter; and

2. <u>Option Period</u>: Seller hereby grants to Buyer, and Buyer hereby obtains from Seller, an exclusive option to purchase the Property on the terms and conditions set forth in this Agreement commencing on the Effective Date and continuing through midnight of the fourth anniversary of the Effective Date (the "**Option Period**").

3. Option Price:

(a) Simultaneously with the execution hereof, Buyer shall pay to Seller an option fee equal to **TWENTY-FOUR THOUSAND FIVE HUNDRED THIRTY DOLLARS** ($24,500.00), representing the entire amount to be paid for the Option (the "**Option Price**").

(b) In the event that Buyer fails to timely pay any portion of the Option Price, Seller may provide Buyer with written notice advising Buyer of such failure to pay, and within ten (10) business days of receipt of such notice, Buyer shall have the right to cure such default by paying the amount due plus a five percent (5%) premium on such amount. In the event Buyer fails to make such payment within such ten (10) business day period, Seller may terminate this Agreement by written notice to Buyer and Buyer's Option to purchase the Property shall be extinguished, and Seller shall retain the Option Price that were due and payable prior to that date as liquidated damages (provided that Buyer shall pay to Seller any unpaid Option Price that was due and payable as of the date the Agreement is terminated), except in the event of a breach of this Agreement by Seller.

(c) If Buyer fails to exercise the Option by the end of the Option Period, this Agreement shall terminate and Buyer's Option to purchase the Property shall be extinguished, and Seller shall retain the Option Price as liquidated damages(provided that Buyer shall pay to Seller any unpaid Option Price that was due and payable as of the date the Agreement is terminated), except in the event of a material breach of this Agreement by Seller, in which event the Option Price shall be refunded to Buyer within thirty (30) days of the end of the Option Period.

4. Exercise: Buyer may, in its sole and absolute discretion, exercise the Option by written notice to Seller (the "**Buyer Option Notice**") or terminate the Option by written notice to Seller at any time (the "**Buyer Termination Notice**"). The Option must be exercised no later than the last day of the Option Period in order to be timely. In the event Buyer fails to deliver to Seller the Buyer Option Notice on or before the expiration of the Option Period or sends a Buyer Termination Notice on or before the expiration of the Option Period, this Agreement shall terminate and Seller shall retain the Option Price (provided that Buyer shall pay to Seller any unpaid Option Price that was due and payable as of the date the Agreement is terminated), except in the event of a material breach of this Agreement by Seller.

5. Purchase Price: If Buyer elects to exercise this Option pursuant to this Agreement, the total purchase price for the Property shall be (i) **TWO HUNDRED FORTY-FIVE THOUSAND DOLLARS** ($245,000.00), less (ii) the Option Price paid by Buyer to Seller prior to the exercise date (the "**Purchase Price**"). Upon payment of the Purchase Price, all right, title and interest to the Property shall transfer to Buyer.

6. Rights of Buyer During Option Period:

(a) From and after the Effective Date, Seller hereby grants Buyer a license to enter the Land pursuant to which the Buyer and its agents shall have the right to access the Property during normal business hours for the purpose of conducting due diligence at Buyer's sole cost and expense. If Buyer intends to conduct invasive testing on the Property, Buyer's right of access to conduct that invasive testing shall require at least twenty-four (24) hour advance notice to Seller. This right of entry shall be conditioned upon Seller, or a representative or agent designated by Seller, having the right to be present on the Property with Buyer or its representatives at the time or times that Buyer is on or about the Property for the purpose of conducting invasive testing, at no cost to Buyer.

(i) In conducting any inspection of the Property or otherwise accessing the Property, Buyer shall at all times comply with all laws and regulations of all applicable governmental authorities. Buyer shall have no right to materially alter the Property without the express written approval of the Seller, or to damage the Property in any respect in connection with its inspections, except in accordance with the terms and conditions of this Agreement. All inspection fees, appraisal fees, engineering fees and other costs and expenses of any kind incurred by Buyer or Buyer's Representatives relating to such inspection and/or its other access shall be at the sole cost and expense of Buyer. In the event that the Closing hereunder shall not occur for any reason whatsoever Buyer shall restore the Property to its original condition or as close thereto as is reasonably feasible, at its sole expense.

(ii) Buyer hereby agrees to indemnify and hold Seller absolutely harmless from and against any and all claims, demands, actions, suits, judgments, liabilities, costs and expenses, including reasonable attorneys' fees (such fees also to include those in connection with all post-judgment and appellate proceedings), for injury to persons and physical damage to property related to or arising from Buyer's entry upon any portion of the Property owned by Seller and the performance (by Buyer or Buyer's Representatives) of the tests and/or inspections. Seller hereby agrees to indemnify and hold Buyer absolutely harmless from and against any and all claims, demands, actions, suits, judgments, liabilities, costs and expenses, including reasonable attorneys' fees (such fees also to include those in connection with all post-judgment and appellate proceedings), for injury to persons and physical damage to property related to or arising from the Property other than caused by Buyer's entry upon any portion of the Property owned by Seller and the performance (by Buyer or Buyer's Representatives) of the tests and/or inspections. The terms of this Subparagraph 6(a) shall survive the termination of this Agreement or the delivery and recording of the deed(s).

(iii) Buyer shall, at its sole expense, obtain and maintain prior to entering the Property, and as to (i) and (ii) above, shall cause Buyer's Representatives to obtain and maintain prior to entering the Property, from a financially sound insurance

company or companies having an AM Best rating of not less than "A", policies of insurance for the following types of coverage and with limits of liability not less than the minimum amounts set forth below:

(A) Workers' compensation and disability insurance with statutory limits and employers' liability insurance with limits of not less than $500,000,

(B) Automobile liability insurance including bodily injury and property damage with limits of not less than $1,000,000 per occurrence and $1,000,000 aggregate, and

(C) Commercial general liability insurance with limits of not less than $2,000,000 combined single limit, which may be arranged through a combination of primary and excess policies (umbrella) if necessary, for claims of bodily injury and/or property damage, written on an "occurrence" basis and including coverage for personal injury liability, products and completed operations, independent contractors, blanket broad form contractual liability, and explosion, collapse, and underground hazards.

(iv) Prior to entering the Property, Buyer and Buyer's Representatives, whichever of them is then entering the Property, shall provide Seller with a certificate(s) of insurance evidencing that the foregoing policies of insurance have been obtained and are in full force and effect and that Seller has been named an additional insured under said policies. Said certificate(s) shall also show the expiration date of each policy and provide that Seller shall be given at least ten (10) days' prior written notice of any cancellation or material modification thereof. Neither the purchase of any policy of insurance nor the furnishing of evidence thereof to Seller pursuant hereto shall relieve Buyer of its indemnification obligations hereunder.

(b) If Buyer is at any time not satisfied with any diligence findings or fitness for purpose of the Property in its sole discretion, Buyer may terminate this Agreement by sending Seller Buyer's Termination Notice, whereupon this Agreement shall terminate and Seller and Buyer shall be relieved of all further obligations hereunder except for any indemnification obligations that are expressly provided to survive the termination of this Agreement, provided that Buyer shall pay to Seller any unpaid Option Price that was due and payable following the expiration of the Diligence Period as of the date of the termination of this Agreement, except in the event of a material breach of this Agreement by Seller. Subject to the limitations set forth herein, Buyer may conduct any due diligence it may desire, including, without limitation:

- Physical Inspection. Buyer may obtain physical inspections of the Property;

- Title. Buyer may obtain a title commitment ("**Title Commitment**") from a nationally recognized title company of its choosing (the "**Title Company**").

- Survey. A survey of the Property may be ordered by the Buyer. Any survey shall be certified to Seller, Buyer, and Title Company. If so certified to Seller, the description from the survey shall be used in the Deed.

- Environmental Site Assessment. An Environmental Site Assessment of the Property may be obtained by the Buyer.

- Soil and Drainage Inspection. Subject to the provisions of the final paragraph of this Section 6(b), Buyer may obtain soil and drainage inspections and tests concerning the Property.

During the Diligence Period and subject to the final paragraph of this Section 6(b), Buyer may conduct all other soil inspections, surveying, and review of governmental approvals and permits related to the Property, zoning, title, survey, leases, financial information, service agreements, management contracts, and other agreements related to the Property, together with all other tests, inspections and investigations that Buyer deems necessary, in Buyer's sole and absolute discretion. Seller shall provide such cooperation and access as shall be reasonably necessary for Buyer to promptly perform such due diligence. All tests, inspections and investigations completed by Buyer or Buyer's agents or contractors shall be at Buyer's sole cost and expense and shall be completed in a manner so as to not unreasonably interfere with Seller's ownership of the Property. If this transaction does not close, Buyer agrees to promptly repair any damage to the Property caused by Buyer's entry onto the Property to complete these tests and investigations, at its sole cost. In any case, Buyer, in addition to that set forth above, shall indemnify and hold Seller harmless for any direct, out-of-pocket loss, expense, damage, claim, liability or cost (including, without limitation, litigation costs) arising out of the performance of the tests or inspections conducted by Buyer or its agents pursuant to this paragraph, to the extent any such liability is not the result of an act or omission of Seller.

Notwithstanding anything herein to the contrary, Buyer shall not conduct or authorize any invasive or intrusive physical or environmental testing (including, without limitation, any subsurface or groundwater testing or sampling) without the approval of Seller's Engineer and Seller's prior written consent of the scope and specifications of such proposed testing, which consent shall not be unreasonably withheld or delayed by Seller. Except for disclosures required by applicable law or by regulatory authorities, Buyer will not reveal to any third party not approved by Seller (other than Buyer's agents, consultants, investors, permitted assignee, attorneys and other representatives assisting Buyer in connection with the transaction contemplated hereby, and only then, subject to the confidentiality requirement set forth herein, and as may be required by law) the results of its inspections.

In the event of the expiration or termination of this Agreement for any reason whatsoever other than a breach or default by Seller under this Agreement, Buyer shall, promptly after such expiration or termination after written request therefor by Seller, (1) return to Seller any and all due diligence materials and other information or documentation provided by Seller to Buyer and (2) deliver to Seller the results of any soil tests or environmental reports commissioned by Buyer to the extent Seller is permitted to do so pursuant to any engagements letters governing such tests or reports. Buyer shall not be obligated to deliver to Seller any other due diligence materials and other information or documentation obtained by, or made available to Buyer, on its own or from or at the behest of Seller in connection with its investigation of the Property (including all copies and abstracts thereof and including all environmental reports prepared by or on behalf of Buyer) to the extent such materials, information or documentation is owned and controlled by Buyer, unless Seller reimburses Buyer for the cost of obtaining such due diligence reports.

7. Conveyance of Title: If the Option is exercised by Buyer, Seller shall convey title to the Property to Buyer by Quitclaim Deed free and clear of all exceptions, liens and encumbrances, other than current taxes not yet due and payable; any state of facts which an accurate survey would show; any laws, regulations or ordinances (including, but not limited to zoning, building and environmental protection) as to use, occupancy, subdivision or improvement of the Premises adopted or imposed by any governmental body, or the effect of any noncompliance or violation thereof; and any special assessment affecting the property (collectively, "Permitted Exceptions"), said title to be insurable (subject to the Permitted Exceptions) by a Title Insurance Company licensed to do business within the State of New York at ordinary rates payable by Buyer unless Buyer shall have waived such objections as hereinafter provided. The Deed shall contain a covenant by Seller as required by Section 13 of the Lien Law. The payment of the New York State Transfer Tax, if any, shall be the obligation of the Buyer.

If the Option is exercised, Buyer acknowledges that, except as expressly set forth herein, it will be acquiring the Property in its physical condition "AS IS" condition as of the Effective Date, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. In addition, except as expressly set forth herein, neither Seller nor any agents, representatives, or employees of Seller have made any representations or warranties, direct or indirect, oral or written, express or implied, to Buyer or any agents, representatives, or employees of Buyer with respect to the condition of the Property, its fitness for any particular purpose, or its compliance with any laws. Buyer further acknowledges that it will have had the opportunity to fully inspect the Property and review all factors relevant to its anticipated use.

8. Closing:

(a) If the Buyer exercises the Option, the closing (the "**Closing**") for the delivery of the Deed and other instruments contemplated by this Agreement and payment of the Purchase Price shall be on a date within twenty (20) days after delivery of the Buyer

Option Notice (the "**Closing Date**") or on such later date as the Parties mutually agree, provided, however, if that date falls on a Saturday, Sunday or a legal holiday, then the Closing Date shall be on the next business day. The Closing shall be held at the offices of the Corporation Counsel of Seller in the City of Newburgh, New York, or at such other place as the parties hereto shall mutually agree.

(b) In the event that Seller defaults in or otherwise avoids performance under this Agreement, Buyer may terminate this Agreement by notice to Seller, and thereupon all obligations of the parties under this Agreement shall terminate other than any party's indemnification covenants and agreements contained herein which by the specific terms of this Agreement are stated to survive any expiration or termination of this Agreement and provided that Seller shall refund to Buyer the Option Price previously paid to Seller, together with the reasonable out of pocket costs incurred by Buyer for title examination, survey work and due diligence costs incurred by Buyer, in an aggregate amount not to exceed $200,000.

(c) If for any reason whatsoever the Seller shall be unable to convey title to the Property in accordance with the terms of this Contract then the sole obligation and liability of the Seller to Buyer shall be to refund to Buyer the Option Price and the costs incurred by Buyer for title examination, survey work and due diligence (in an aggregate amount not to exceed $200,000, excluding the payment in respect of the Option Price), and upon the making of such payments, this Contract shall be deemed cancelled and shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this Contract.

(c) In the event that Buyer exercises the Option but Buyer defaults in its obligation to close, Seller may terminate this Agreement and, in addition to Seller retaining the Option Price previously paid to Seller, Seller shall be entitled to seek payment of the balance due on the Purchase Price, but not specific performance for the conveyance of the Property on the terms and conditions set forth in this Agreement.

(d) At the Closing, Seller shall deliver or cause to be delivered, at Seller's sole expense, each of the following items, each executed and acknowledged to the extent appropriate:

(i) The Deed, along with required recording forms TP-584 and RP-5217;

(ii) A closing statement specifying the Purchase Price, prorations, credits, adjustments and costs in connection with the transaction; and

(iii) Physical possession of the Land.

(e) At Closing, Buyer shall deliver to Seller the following items:

(i) Immediately available funds by bank check or certified check in an amount equal to the Purchase Price;

(ii) A closing statement specifying the Purchase Price, prorations, adjustments and costs in connection with the transaction;

(iii) Such documents as may be required by the Buyer's title company; and

(iv) Any and all other items contemplated by the terms of this Agreement.

(f) The following shall be prorated between Seller and Buyer as of 12:01 a.m. on the date on which the Closing occurs: (i) real estate taxes and assessments, if any and (ii) utilities.

(g) Buyer shall be responsible for the payment of New York State Transfer Tax, if any and all other closing costs and fees, other than any of Seller's expenses in connection with this transaction.

9. Broker: Each Party represents and warrants that no broker or agent has been engaged with respect to this transaction. Seller agrees to indemnify Buyer and hold Buyer harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, reasonable attorneys' fees and costs of litigation) which Buyer shall ever incur because of any claim of any broker or agent claiming through Seller, whether or not meritorious, for any such fee or commission. Buyer agrees to indemnify Seller and hold Seller harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, reasonable attorneys' fees and costs of litigation) which Seller shall ever incur because of any claim of any broker or agent claiming through Buyer, whether or not meritorious, for any such fee or commission. The provisions of this paragraph shall survive the closing.

10. Seller and Buyer Obligations and Representations:

(a) Until this Agreement is terminated or expires, Seller agrees to the following:

(i) Seller will not directly or indirectly offer or advertise the Property for sale or lease, nor show it to any prospective buyer or tenant;

(ii) Seller will not, without Buyer's prior written consent, enter into any contract or lease or assume any obligation that will adversely affect Seller's ownership or occupation of the Property or create any lien, easement or encumbrance on the Property;

(iii) Seller will timely pay in full all obligations relating to Seller's ownership of the Property;

(iv) Seller will comply with all applicable laws that affect the Property;

(v) Seller will cooperate with all reasonable requests by Buyer with respect to any permits or approvals that Buyer is seeking for the Property including being co-applicant to the extent necessary and not opposing the issuance of such permits and approvals;

(vi) Seller will take no willful or intentional actions which directly or indirectly adversely and materially impact the validity or enforceability of this Agreement or the value of the Property; and

(vii) Seller will maintain the Property consistent with its current condition and past practices.

(b) Seller shall promptly notify Buyer if any of the following occurs during the Option Period, or if Buyer exercises the Option, until the Closing:

(i) any notice or other communication from any governmental or regulatory agency or authority in connection with environmental conditions of the Land and/or the transactions contemplated by this Agreement;

(ii) any actions, suits, claims, investigations or proceedings commenced or, to the knowledge of Seller, threatened against, relating to, involving, or otherwise affecting Seller or the Property which relate to the consummation of any of the transactions contemplated by this Agreement; and

(iii) any fact, event, transaction or circumstance, as soon as practical after it becomes known to Seller, that (x) Seller reasonably believes would adversely affects or could adversely affect the ability of Seller to maintain in full force and effect title to the Property or convey good and marketable fee simple title to the Property to Buyer, or (y) results, or is reasonably likely to result, in a material adverse effect to the Property or that could prevent, materially delay or adversely affect the consummation of the transactions contemplated by this Agreement.

(c) If, at any time during the Option Period, Seller commits a material breach of any agreement affecting the Property or violates any applicable laws, rules, regulations, conditions or restrictions, including, without limitation, the failure to pay any taxes or penalties, (each a "**Violation**"), Seller agrees (i) to promptly notify Buyer of such Violation, (ii) that Buyer may, in Buyer's sole discretion, take all such action as Buyer deems necessary to cure such Violation on behalf of Seller, if Seller refuses to do so, and (iii) to promptly reimburse Buyer for all reasonable costs and expenses incurred in the event Buyer elects to take any action permitted by the preceding section (ii) hereof (or in the event of a material breach of this reimbursement obligation, permit Buyers, at their election, to credit the costs against the Purchase Price). Seller shall

further notify Buyer of any government notice or communication related to the Property, any new or threatened legal actions related to the Property or any fact or occurrence which could adversely affect the value of or title to the Property. If, at any time during the Option Period, Buyer commits a material breach of any agreement affecting the Property or violates any applicable laws, rules, regulations, conditions or restrictions, including, without limitation, the failure to conduct its tests or inspections in a manner that complies with all such applicable laws, rules, regulations, conditions or restrictions relating to the Property, (each a "**Violation**"), Buyer agrees (i) to promptly notify Seller of such Violation, (ii) that Seller may, in Seller's sole discretion, take all such action as Seller deems necessary to cure such Violation on behalf of Buyer, if Buyer refuses to do so, and (iii) to promptly reimburse Seller for all reasonable costs and expenses incurred in the event Seller elects to take any action permitted by the preceding section (ii) hereof (or in the event of a material breach of this reimbursement obligation, permit Sellers, at their election, to credit the costs against the Purchase Price). Buyer shall further notify Seller of any government notice or communication related to the Property received by Buyer, any new or threatened legal actions related to the Property or any fact or occurrence that could adversely affect the value of the Property.

(d) As of the Effective Date and at all times during the Option Period, or if Buyer exercises the Option, until and at the time of the Closing, Seller represents and warrants as follows:

(i) Seller is the sole owner of the Property.

(ii) Pursuant to Resolution No.: -2017 adopted by the City Council of the Seller on _____, 2017, Seller has full right, power and authority to enter into this Agreement, and has undertaken all necessary procedures in accordance with applicable law to sell, convey and transfer the Property to Buyer in accordance with the terms and provisions of this Agreement. Each person executing this Agreement on behalf of Seller represents and warrants that such person is duly authorized to act on behalf of Seller in executing this Agreement, and that this Agreement constitutes a valid and legally binding obligation of Seller enforceable against Seller in accordance with its terms.

(iii) Seller is not insolvent and has not made, nor anticipates making, a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or, to Seller's knowledge, suffered the filing of an involuntary petition by Seller's creditors, suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, admitted in writing its inability to pay its debts as they generally come due or made an offer of settlement, extension or composition to its creditors generally.

(iv) There are no pending or, to Seller's knowledge any threatened, actions, lawsuits, delinquent taxes or pending or threatened government actions relating to the Property; provided, however, the foregoing shall not include any such actions, lawsuits, taxes or government actions involving Buyer's proposed commercial project and related improvements.

(v) To Seller's knowledge, there are no unrecorded rights of first offer to purchase, rights of first refusal to purchase, purchase options or similar rights available to any party other than Buyer or contractually required consents to transfer pertaining to the Property. Seller has not granted to any person, firm or entity, other than Buyer, any right to purchase, lease or otherwise acquire the Property or any part thereof.

(vi) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound, and will not result in the imposition of any lien or encumbrance against the Property.

(vii) There are no service contracts, utility agreements, maintenance agreements and other contracts or agreements currently in effect with respect to the Property (except those that may be terminated upon not more than 30 days' notice without premium or penalty).

(viii) There are no leases, subleases, concession agreements or other rental, transfer or occupancy arrangements allowing for the occupancy of the Property or permit any party the use thereof.

(ix) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, and all amendments thereto and all regulations issued thereunder.

(x) Neither Seller nor, to Seller's actual knowledge, its affiliates, is in violation of the Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller nor, to Seller's actual knowledge, its affiliates, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Neither Seller nor, to Seller's actual knowledge, its affiliates or, without inquiry, any of its brokers or other agents, in any capacity in connection with the sale of the Property (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person

included in the lists referenced above, (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller, nor any person controlling or controlled by Seller, is a country, territory, individual or entity named on a Government List, and the monies used by Seller in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a list maintained by the federal government or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

(xi) Seller is not providing any representation or warranty to Buyer regarding the sufficiency, accuracy, completeness or correctness of any information or report prepared by any party other than Seller or its affiliates. Seller does not provide any representation or warranty to Buyer concerning the skill or competency of any third party producing such information.

(xii) No work has been performed on behalf of Seller which has not been paid for or which could give rise to any mechanic's or materialmen's lien being filed against the Property.

(xiii) Seller has not received notice of violations of the laws, ordinances, rules or regulations of any governmental authority having jurisdiction over the Property, including, without limitation, those relating to Hazardous Substances (hereinafter defined), nor does Seller have knowledge of any facts which, if known by any such authority, would cause a violation to be placed thereon.

(xiv) Seller has no knowledge of any ordinance or resolution authorizing improvements, the cost of which might be assessed against the owner of the Property, and, to the best of Seller's knowledge, information and belief, no such ordinance or resolution is pending or contemplated.

(xv) The sale or conveyance of the Property contemplated herein is not subject to approval by any Court having jurisdiction over the Property, including but not limited to a Bankruptcy Court.

Seller's representations and warranties set forth in this Section 10 shall survive Closing.

(e) As of the Effective Date and at all times during the Option Period, or if Buyer exercises the Option, until the Closing, Buyer represents and warrants as follows:

(i) Buyer has full right, power and authority to enter into this Agreement, and to acquire the Property in accordance with the terms and provisions of this Agreement. Each person executing this Agreement on behalf of Buyer represents and warrants that such person is duly authorized to act on behalf of Buyer in executing this Agreement, and that this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms.

(ii) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, any agreement or other instrument to which Buyer is a party or by which Buyer is bound.

(iv) Neither Buyer nor, to Buyer's actual knowledge, its affiliates, is in violation of the Anti-Money Laundering and Anti-Terrorism Laws. Neither Buyer nor, to Buyer's actual knowledge, its affiliates, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Neither Buyer nor, to Buyer's actual knowledge, its affiliates or, without inquiry, any of its brokers or other agents, in any capacity in connection with the purchase of the Property (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Neither Buyer, nor any person controlling or controlled by Buyer, is a country, territory, individual or entity named on a Government List, and the monies used by Buyer in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a list maintained by the federal government or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

(v) Buyer's intended market rate residential and mixed-use development project ("Project") shall be developed in conformity with the laws, ordinances, codes, rules and regulations of the City of Newburgh and State of New York. The deed will contain provisions stating that the Buyer is required to complete construction in compliance with all State, County and Local standards for occupancy within three (3) years of the date of the deed, plus any unused portion of the Option Period as defined in Paragraph 2 above. As an example, if the Option is exercised two years after the date of the Option, then the time limit during which the project must be completed shall be the three (3) years indicated above plus two (2) additional years of the unused Option Period, for a total of five (5) years from the date of the deed. Within such time period, including any unused portion of the Option Period, the Buyer must obtain a Certificate of Occupancy for all buildings on the property. Notwithstanding the preceding provisions of this paragraph, the Buyer may request of the Newburgh City Manager that the time period to complete construction be extended so long as Buyer is in good faith moving forward with construction of the Project. In addition, the Buyer may request of the Newburgh City Manager that the time period to complete construction shall be extended if delay is caused by war, weather, acts of god or other circumstances outside Buyer's control (strikes, etc.) or market conditions. The City Manager shall respond to Buyer's request(s) within a reasonable period of time and shall not unreasonably deny any request by Buyer to extend the construction time deadline. If the City Manager denies Buyer's request, Buyer may submit such request to the City Council which shall respond to Buyer's request(s) within a reasonable period of time and shall not unreasonably deny any request by Buyer to extend the construction time deadline. If the Buyer has not complied with the above provisions regarding rehabilitation of the property and timely completion of the project, then the title to the property shall revert to the City. 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, except that the property may be conveyed or transferred to another entity in which Buyer has an ownership interest.

(vi) With respect to the Buyer's intended Project to be constructed on the Property, the Buyer represents that it will ask its engaged construction managers to try to meet a hiring goal during construction of a minimum of thirty (30%) percent of the total paid construction work shall be performed by qualified City of Newburgh residents for contracting, subcontracting and servicing opportunities for development and construction. The Buyer will ask its contractors to promote apprenticeship training as authorized by Section 816-b of the New York Labor Law in that each contractor, its successor and assigns, and subcontractors shall to the extent reasonably practicable, employ in its regular work force City of Newburgh residents who are enrolled and participating in an Apprenticeship Program.

Buyer's representations and warranties set forth in this Section 10 shall survive Closing.

11. Risk of Loss; Condemnation:

(a) In the event of damage or destruction of all or any portion of the Property by wind, water, fire or other casualty, Seller will promptly notify Buyer of the nature and extent of such damage or destruction. In such event, Buyer, in its sole discretion, within thirty (30) days of such notice, may either terminate this Agreement, obtain an assignment of insurance proceeds from Seller or apply insurance proceeds actually received by Seller as of the Closing to the Purchase Price. Prior to the Closing, risk of loss with respect to the Property shall be on Seller.

(b) Promptly upon obtaining knowledge of any threatened or filed condemnation proceeding against all or any portion of the Property, Buyer and Seller will notify the other party of such proceeding. In such event, Buyer, in its sole discretion, may either terminate this Agreement, obtain an assignment of condemnation proceeds from Seller or apply condemnation proceeds actually received by Seller as of the Closing to the Purchase Price. If Buyer elects to terminate this Agreement pursuant to this paragraph, Seller shall refund to Buyer the Option Payment.

12. Termination of Option: Notwithstanding anything contained in this Agreement to the contrary, Buyer, in its sole and exclusive discretion, may terminate this Agreement at any time during the Option Term by delivering to Seller a Buyer Termination Notice. In the event of such a termination by Buyer, except in the case where such termination results from a material breach by Seller or as otherwise expressly provided herein, Seller shall be entitled to retain the Option Price made as of the date the Buyer Termination Notice is delivered, provided that Buyer shall pay to Seller any unpaid Option Price that was due and payable as of the date the Agreement is terminated. In no event shall Buyer be entitled to any damages or relief (including, without limitation, consequential damages, lost profits, or equitable relief).

13. Regulatory Compliance. Each of the Parties shall comply with all applicable laws, rules, and regulations with respect to the transactions contemplated hereby.

14. Governing Law; Jurisdiction; Miscellaneous:

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and both Seller and Buyer shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed

to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect and the Parties shall negotiate in good faith to agree upon and implement replacement terms that most closely preserve the economic costs and benefits inherent in the impossible or unenforceable provision(s). In the event of a dispute under this Agreement, Buyer and Seller agree that the appropriate forum for any such disputes shall be a court of competent jurisdiction in Orange County, New York. The court shall award the reasonable attorney's fees and other costs and expenses related to the dispute to the prevailing party.

(b) Except as otherwise expressly set forth in this Agreement, each Party will pay its own (and its representative's) fees and expenses incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and the negotiation of the transaction documents. In the event of litigation between the Parties, the prevailing Party shall be entitled to be awarded all fees, costs and expenses incurred in respect of such litigation, including reasonable attorneys fees.

(c) Nothing in this Agreement shall be construed as implying or intending any third party beneficiaries to this Agreement.

(d) Each party acknowledges that it has had the opportunity to have counsel review this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement.

(e) Any notices required hereunder shall be in writing, shall be transmitted by certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier, shall be deemed given when received or when receipt is refused, and shall be addressed to the Parties as follows:

(i) If intended to Seller, to:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: City Manager

with copy to:

City of Newburgh
City Hall
83 Broadway

Newburgh, New York 12550
Attn: Office of Corporation Counsel

(ii) If intended to Buyer, to:

Statistical Analysis, Inc.

Newburgh, NY 12550

with copy to:

Glen L. Heller, Esq.
Drake Loeb PLLC
555 Hudson Valley Avenue
Suite 100
New Windsor, NY 12553

(f) This Agreement may be executed in multiple counterparts each of which shall be considered an original. Any signature page that is faxed or transmitted electronically shall be effective as an original signature page. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

(g) This Agreement constitutes the entire agreement between the Parties and shall supersede all prior negotiations, understandings and agreements of the Parties relative to the subject matter of this Agreement. This Agreement cannot be amended except as agreed to in writing by the parties.

(h) Nothing contained herein shall create a joint venture or partnership between Buyer and Seller, or an agency principal relationship.

(i) This Agreement is solely for the benefit of Buyer and Seller and nothing contained in this Agreement shall be deemed to confer upon anyone other than Buyer and Seller any right to insist upon or to enforce the performance or observance of any of the obligations contained herein or therein. All conditions to the obligations of Buyer and Seller to consummate the transactions contemplated by this Agreement are imposed solely and exclusively for the benefit of each such party as provided therein and no other Person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that Buyer or Seller will refuse to consummate the transactions contemplated by this Agreement in the absence of strict compliance with any or all thereof and no other Person shall under any circumstances

be deemed to be a beneficiary of such conditions, any or all of which may be freely waived in whole or in part by Buyer or Seller (as applicable) if, in each party's sole discretion, such party deems it advisable or desirable to do so.

(j) The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof. All references herein to the word "including" shall be deemed to be references to "including, without limitation."

(k) Buyer and Seller each acknowledge and agree that this Agreement is legally binding document and that each party has had a fully opportunity to have its respective attorney review, revise and negotiate this Agreement. Consequently, neither party shall be deemed to have had the responsibility of drafting this Agreement if this Agreement at any time is construed or interpreted.

(l) This Agreement may not be assigned or transferred, directly or indirectly, by Seller without the prior written consent of Buyer. This Agreement may not be assigned or transferred, directly or indirectly, by Buyer without the prior consent of Seller; provided, however, this Agreement may be assigned by Buyer without Seller's consent to any corporate affiliate of Buyer, meaning any entity in which the principals of Buyer have an ownership interest. In the event that Buyer assigns this Agreement, such assignment shall not release Buyer from its obligations under this Agreement, but rather Buyer and the applicable assignee shall be jointly and severally liable for such obligations. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not intended and shall not be construed to create any rights in or to be enforceable in any part by any other person or entity.

(m) The submission of a draft of this Agreement or a summary of some or all of its provisions, or the acceptance of a letter of intent to an agreement, does not constitute a grant of an option or an offer to sell the Property, it being understood and agreed that neither Seller nor Buyer shall be legally bound with respect to the granting of an option or the sale or purchase of the Property unless and until this Agreement has been executed by both Seller and Buyer and a fully executed copy has been delivered to each of them.

Remained of this page intentionally left blank

Seller and Buyer execute this Agreement on the date(s) shown, intending to bind themselves and their respective heirs, personal representatives, executors, successors and assigns.

BUYER:

Statistical Analysis, Inc.

By:_____
Name:
Title:

SELLER:

CITY OF NEWBURGH, NEW YORK

By:_____
Name: Michael G. Ciaravino
Title: City Manager
Per Resolution No.

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

That certain parcel of land located at 35-37 Broad Street, Section 10, Block 3, Lot 2.22, together with the improvements thereon, situated in the City of Newburgh, Orange County [**Legal description to be confirmed.**]

APPRAISAL OF PROPERTY
CITY OF NEWBURGH
±2.7 ACRES VACANT RESIDENTIAL LAND
35-37 BROAD STREET
ORANGE COUNTY
NEWBURGH, NEW YORK

VALUATION CONSULTANTS, INC.

6 Front Street

Newburgh, New York

12550

Tel. 845-568-0600

Fax. 845-568-0699

December 9, 2016

Mr. David Kohl, Economic Development Specialist
City of Newburgh
Planning & Development
83 Broadway - 3rd Floor
Newburgh, New York, 12550

RE: APPRAISAL OF PROPERTY - Our File E610017
±2.7 ACRES VACANT RESIDENTIAL LAND
35-37 BROAD STREET ORANGE COUNTY
NEWBURGH, NEW YORK 12550

Dear Mr. Kohl:

As per your request and in accordance with the instructions set forth in the engagement letter, we are pleased to submit the accompanying Appraisal Report on the above captioned property. The report, including exhibits, fully describes the various approaches and contains all pertinent data gathered in the investigation of the subject property.

The subject is ±2.7 acres of residential land on a single tax lot.

The value opinion reported below is qualified by certain assumptions, limiting conditions, certifications and definitions, which are set forth in the report. This report was prepared for the City of Newburgh, the client, and it is intended only for their specified use. The property was inspected by J. Todd Wiley, and this report was prepared by J. Todd Wiley, and was reviewed by Gregory R. Langer. This appraisal report was prepared in accordance with our interpretation of USPAP, FDIC, OCC and FIRREA Appraisal Policies and Guidelines.

After careful consideration we have concluded the Fee Simple Value of the subject property in accordance with its highest and best use, as of November 7, 2016, is:

TWO HUNDRED FORTY FIVE THOUSAND DOLLARS
($245,000)

Thank you for asking us to serve you in this matter.

Respectfully submitted,

J. TODD WILEY

GREGORY R. LANGER

VALUATION CONSULTANTS, INC.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics of the Standards of Professional Appraisal Practice of the Appraisal Institute.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- J. Todd Wiley has made a personal inspection of the property that is the subject of this report. Gregory R. Langer did not inspect the property, but has reviewed the analyses, opinions and conclusions concerning real estate contained in this Market Valuation Analyses Report and fully concurs with the Final Market Value Estimate.
- No one provided significant real property appraisal assistance to the person signing this certification.
- We have not provided any appraisal or consulting services nor any other services with regard to the property, such as property management, leasing, brokerage, auction, or investment advisory services in the past three years.
- As of the date of this report, Gregory R. Langer is a Practicing Affiliate of the Appraisal Institute and is current in his continuing education cycle requirements.

J. TODD WILEY

GREGORY R. LANGER

Certified General Appraiser #46000043405

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DESCRIPTION OF THE APPRAISAL PROCESS

Scope of the Assignment:

The subject property consists of a vacant tract of residentially zoned land, located at 35-37 Broad Street, in the City of Newburgh in Orange County, New York.

The subject property was inspected on November 7, 2016. As the subject is vacant land, no one accompanied the appraiser. The extent of the inspection included walking the frontage and through some portions of the interior.

The intended use of the report is to assist the City of Newburgh, the intended user, with their decision to possibly sell the property. The type and definition of value of the report is to determine the Fee Simple Market Value of the subject property.

The scope of work performed must be sufficient to develop credible assignment results. It must meet or exceed the expectations of parties who are regularly intended users for similar assignments. Additionally, it must meet or exceed what an appraiser's peers' actions would be in performing the same or a similar assignment.

The type of Appraisal Report requested includes the Sales Comparison Approach which is the only approach considered applicable and is presented in a summarized format.

To complete this report, the appraiser:

A. Did investigate appropriate market data for utilizing the Sales Comparison Approach to Value. The appraiser's investigations included researching public records through the use of commercial sources of data such as printed comparable data services, computerized data-bases, Realtors, local multiple listing services, other appraisers and municipal records. Search parameters such as dates of sales, leases, locations, sizes, types of properties and distances from the subject started with relatively narrow constraints and were expanded until the available pool of data was reasonably exhausted. Researched sales data were viewed and efforts were made to verify the data with persons directly involved in the transactions such as buyers, sellers, brokers, attorneys or agents. At the appraiser's discretion some data may be used without personal verification if the data appeared to be correct. In addition, the appraiser considered any appropriate

listings or properties found through observation during the data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem;

B. Did investigate and analyze any pertinent easements or restrictions on the fee simple ownership of the subject property. A title report was not available and the appraiser relied on a visual inspection to identify any readily apparent easements or restrictions;

C. Did analyze the data found and reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;

D. Did complete the appraisal report in compliance with the appraiser's interpretation of the *Uniform Standards of Professional Appraisal Practice* as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute;

E. Did prepare a report including photographs of the subject property, brief descriptions of the subject neighborhood, the site, zoning, highest and best use analysis, summary of relevant data for the Sales Comparison approach used in the valuation, a reconciliation and conclusion, a map illustrating the sales in relationship to the subject property and other data deemed by the appraiser to be relevant to the report. Pertinent data and analyses not included in the report may be retained in the appraiser's files.

History of the Property

The subject property is not known to be listed for sale at this time.

According to property records, the subject property has been held under the current title since October 2010 and has not sold in the past three years. The subject property transferred on October 18, 2010. It was acquired from the Newburgh Community Development Agency.

There were formerly buildings located on the subject that were demolished in the 1960's as part of an Urban Renewal program. The remains of some of the old foundations are located along sections of the eastern portion of the property.

Exposure Time

The exposure time or the length of time the subject being appraised would have been offered on the market prior to the appraisal date is twelve months. The subject is situated in an accessible residential/commercial area with good visibility. Portions of the subject have river views. Sales of similar properties have sold within a one to two year period. The exposure time is estimated at twelve months.

Marketing Time

The marketing time is also twelve months. The market slowed after 2007 but appears to have started to recover, and for the same reasons as the exposure time, this property would be expected to sell within twelve months after this appraisal date.

DEFINITIONS

The following definitions are from *The Dictionary of Real Estate Appraisal, Sixth Edition*, published by the Appraisal Institute in 2015, unless otherwise noted.

Market Value: Market Value as defined by the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA) and FDIC Rules and Regulations Part 323-Appraisal {{2-28-03 p.2239}}, Section 323.2(g).

> "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> i. buyer and seller are typically motivated;
>
> ii. both parties are well informed or well advised, and acting in what they consider their best interests;
>
> iii. a reasonable time is allowed for exposure in the open market;
>
> iv. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
>
> v. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Leasehold Interest: The right held by the lessee (the tenant or renter) to use and occupy real estate under the conditions specified in the lease.

Leased Fee Interest: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Market Rent: The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of the lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).

Net Lease: A lease in which the landlord passes on all expenses to the tenant.

Net Net Net Lease: A lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called *NNN lease, triple net lease,* or *fully net lease.*

Modified Gross Lease: A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a

modified gross lease may be called a *double net lease, net net lease, partial net lease,* or *semi-gross lease.*

Gross Lease: A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a *full-service lease.*

Cash-Equivalent Price: An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash or its equivalent.

Value As Is The estimate of the market value of real property in its current physical condition, use and zoning as of the appraisal date. *(Proposed Interagency Appraisal & Evaluation Guidelines, OCC-4810-33-P 20)*

Prospective Opinion Of Value: A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date.

Retrospective Value Opinion: A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date.

Subject Property: The property that is appraised in an assignment.

Extraordinary Assumption An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

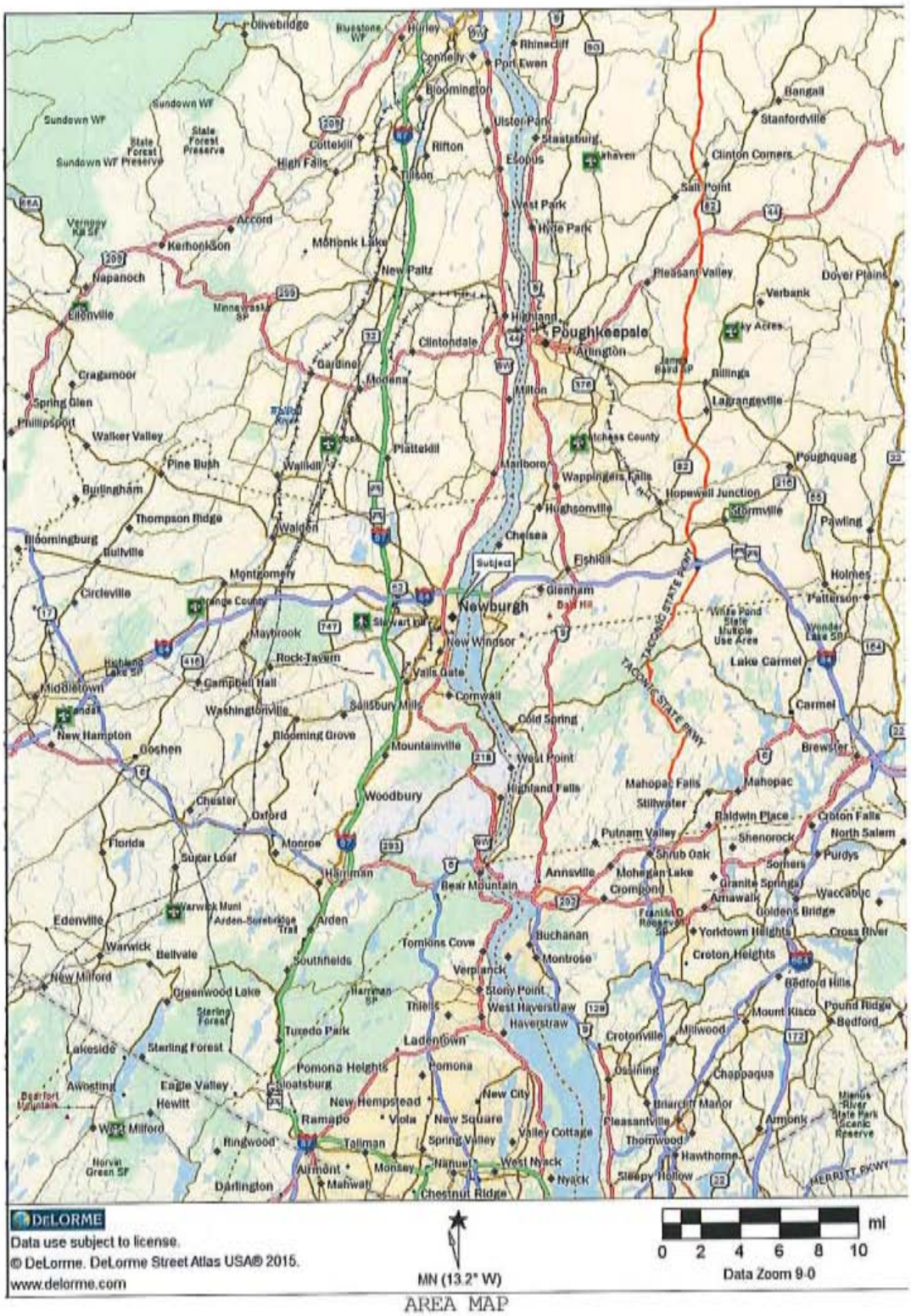
This valuation does not include any extraordinary assumptions.

Hypothetical Condition: A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

This valuation does not include any hypothetical conditions.

Liquidation Value: The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a short time period
2. The property is subjected to market conditions prevailing as of the date of valuation
3. Both the buyer and seller are acting prudently and knowledgeably
4. The seller is under extreme compulsion to sell
5. The buyer is typically motivated
6. Both parties are acting in what they consider to be their best interests
7. A normal marketing effort is not possible due to the brief exposure time
8. Payment will be made in cash in US dollars (or the local currency) or in terms of financial arrangements comparable thereto
9. The price represents the normal consideration for the property sold, unaffected by special of creative financing or sales concessions granted by anyone associated with the sale


Newburgh
Poughkeepsie
Subject
Beacon
Fishkill
Wappingers Falls
Hopewell Junction
Hughsonville
Chelsea
Marlboro
Milton
Highland
Arlington
Clintondale
Modena
Gardiner
Plattekill
Walkill
Montgomery
Walden
Maybrook
New Windsor
Vails Gate
Cornwall
Cornwall-on-Hudson
Mountainville
Woodbury
Highland Falls
West Point
Cold Spring
Garrison
Putnam Valley
Mahopac
Mahopac Falls
Carmel
Lake Carmel
Brewster
Patterson
Pawling
Dover Plains
Pleasant Valley
Verbank
Millbrook
Millerton
Rhinebeck
Red Hook
Tivoli
Bard College
Annandale-on-Hudson
Rhinecliff
Port Ewen
Esopus
Saugerties
Kingston
Ulster Park
Rifton
Tillson
High Falls
Cottekill
New Paltz
Gardiner
Highland
Milton
Marlboro
Wappingers Falls
Hughsonville
Chelsea
Fishkill
Glenham
Beacon
Stormville
Pawling
Holmes
Patterson
Lake Carmel
Carmel
Brewster
Mahopac Falls
Mahopac
Baldwin Place
Croton Falls
North Salem
Purdys
Somers
Shrub Oak
Putnam Valley
Stillwater
Shenorock
Granite Springs
Amawalk
Waccabuc
Goldens Bridge
Yorktown Heights
Cross River
Croton Heights
Bedford Hills
Mount Kisco
Pound Ridge
Bedford
Millwood
Crotonville
Ossining
Briarcliff Manor
Pleasantville
Thornwood
Hawthorne
Sleepy Hollow
Armonk
Chappaqua
Irvington
Tarrytown
Nyack
West Nyack
Valley Cottage
Spring Valley
Nanuet
Monsey
Airmont
Suffern
Mahwah
Ramapo
Viola
New Square
New City
New Hempstead
Pomona
Pomona Heights
Sloatsburg
Tuxedo Park
Ladentown
Thiells
West Haverstraw
Haverstraw
Stony Point
Verplanck
Tomkins Cove
Buchanan
Monrose
Annsville
Mohegan Lake
Crompond
Bear Mountain
Harriman
Arden
Southfields
Monroe
Chester
Oxford
Florida
Sugar Loaf
Warwick
Edenville
Bellvale
New Milford
Greenwood Lake
Lakeside
Sterling Forest
Awosting
Eagle Valley
Hewitt
West Milford
Ringwood
Harvey Green SF
Darlington
Tallman
Orange County
Stewart Int'l
Rock Tavern
Campbell Hall
Washingtonville
Salisbury Mills
Bloomingburg
Thompson Ridge
Bullville
Circleville
Middletown
New Hampton
Goshen
Blooming Grove
Pine Bush
Walker Valley
Phillipsport
Spring Glen
Cragsmoor
Ellenville
Napanoch
Kerhonkson
Accord
Verkeyn Kill SF
Sundown WF
Sundown WF Preserve
State Forest Preserve
Minnewaska SP
Mohonk Lake
Lagrangeville
Billings
Poughquag
Hopewell Junction
Stormville
Wallkill
Platteklil
Dutchess County
Orange County
Ulster County
Sullivan County
Rockland County
Putnam County
Westchester County
Taconic State Pkwy
Palisades Interstate Pkwy
Merritt Pkwy
Wilkes Pond State Multiple Use Area
Wonder Lake SP
Harriman SP
Bear Mountain SP
Franklin D Roosevelt SP
Minnewaska SP
Harvey Green SF
Sterling Forest
Highland Lake SP
Bonticou Crag SP
Minnewaska SP Preserve
Mianus River State Park Scenic Reserve
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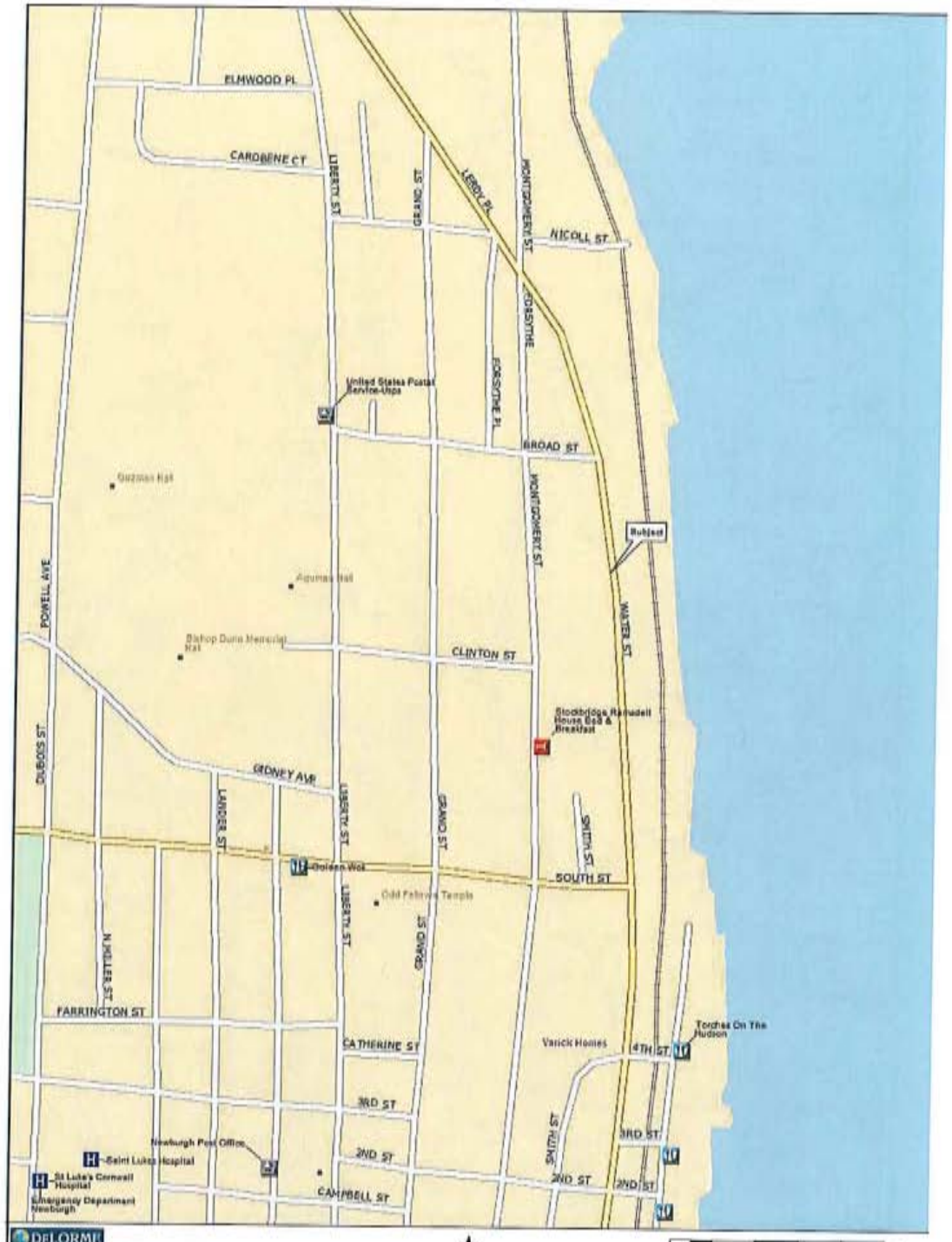
AREA MAP



NEIGHBORHOOD MAP

DESCRIPTION OF THE PROPERTY

The subject property is located on the west side of Water Street at the southwest corner of the intersection of Clinton Street, in the City of Newburgh, County of Orange, State of New York. It can further be identified as Tax Map Section 10, Block 3, Lot 2.22, in the records of the City of Newburgh.

The title of ownership is held by the City of Newburgh, Deed Liber 13076, Page 1034, recorded October 28, 2010. The address of the property is 35-37 Broad Street, Newburgh, New York, 12550. The address of the subject is also known as 212-214 Montgomery Street. A portion of the subject has frontage along the east side of Montgomery Street. It is currently listed on the City of Newburgh's tax records as 35-37 Broad Street. This section of Water Street is also known as the Rev. Dr. Martin Luther King Jr. Boulevard. The Census Tract Number is 4.00.

The final 2016 assessment data is as follows:

Land	$95,100
Building	$0
Total	$95,100

The final 2016 equalization rate for the City of Newburgh is 100.0%, which equates the assessment to a market value of $95,100. This is less than our value of the property; if the property were to be reassessed, the assessment could be increased. It should be noted that in the City of Newburgh assessments are based upon a valuation date from the previous July.

The subject is currently tax exempt. Listed below are the tax amounts if it were taxable, based upon the above assessment and current tax rates.

Newburgh School 2016/2017	$2,685.16 (if taxable)
City, County, 2016	$2,227.95
Total	$4,913.11

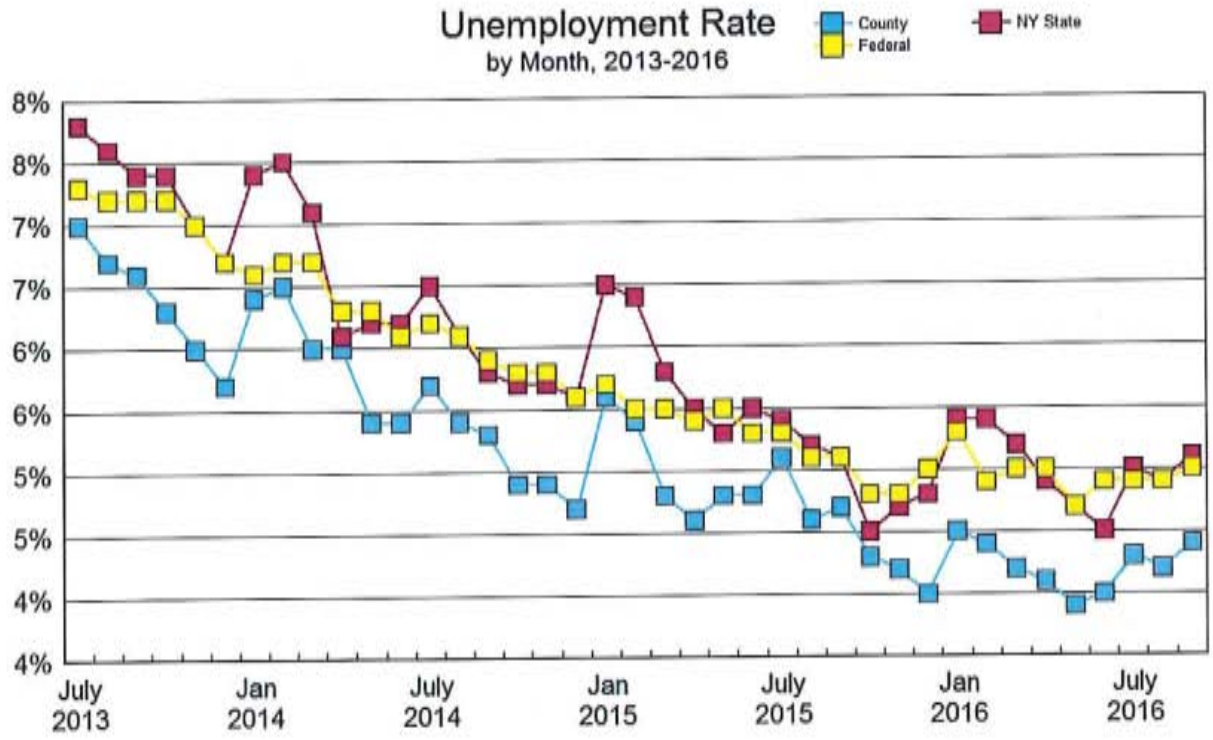
Taxes per acre: $1,819.67/acre (if taxable)

Area Overview

Orange County is approximately 40 miles northwest of New York City, covering more than 816 square miles from the Hudson River in the east to the Delaware River in the west. It borders Sullivan, Ulster, Dutchess, and Rockland Counties, as well as Passaic and Sussex Counties in New Jersey and Pike County in Pennsylvania. According to the U.S. Census Bureau, the 2015 population estimate for the county was 377,647, an increase of 4,834, or 1.3%, from 2010. This is a significant slow-down in growth as Orange had been one of the fastest-growing counties in the state the past few decades, and grew 9.2% from 2000 to 2010. The county is connected to New York City, Albany, Pennsylvania, Connecticut, and New Jersey via the NYS Thruway/I-87, I-84, and Route 17/I-86. Rail transportation is provided by the New Jersey Transit and Metro North-Port Jervis Line, and with the Metro North Hudson Line across the Hudson River in Beacon in Dutchess County. Stewart Airport in Newburgh offers passenger and cargo air transport, and provides, attracts, and influences local business.

Orange County is a bedroom community for New York City, with many residents commuting to jobs in or near the city. According to the *Hudson Gateway Multiple Listing Service*, 2,403 single family homes sold year to date as of 3rd quarter of 2016, an increase of 417 sales, or 21%, from 2015. The median sale price of $229,400 was up slightly by 2% compared to the previous year. This shows a changing trend from the past few years, with fluctuating volume and slightly increasing median prices, as the housing market is struggling to recover, as seen in the following chart.

Hudson Gateway Multiple Listing Service - Orange County						
YEAR-TO-DATE	**TOTAL SOLD**	**% CHANGE**	**AVERAGE SALE PRICE**	**% CHANGE**	**MEDIAN SALE PRICE**	**% CHANGE**
YTD 9/30/2016	2,403	21.0%	$245,009	1.4%	$229,400	2.0%
YTD 9/30/2015	1,986	25.1%	$241,531	-4.8%	$225,000	-2.7%
YEAR END						
2015	2,748	24.2%	$244,688	-3.1%	$225,000	-2.2%
2014	2,212	-1.4%	$252,485	0.6%	$230,000	-1.9%
2013	2,243	20.2%	$251,084	-0.9%	$234,500	-0.2%
2012	1,866	8.6%	$253,282	-3.8%	$235,000	-3.5%
2011	1,718	-7.6%	$263,276	-1.6%	$243,500	-2.6%
2010	1,859	-8.3%	$267,428	-3.3%	$250,000	-3.8%



The New York State Department of Labor indicates average employment of 178,300 in Orange County in 2015, up 1.4% from 2014. Unemployment was 4.7% for 2015, down from 5.5% the previous year, and has generally been staying below the state and national averages, as shown by the chart above.

There are currently 22 business parks in the county. As of the end of 2015, there was ±4.5 million square feet of Class A office space, up ±100,000 SF from the previous year, as several build-to-suit buildings were completed. The vacancy rate was around 9.5%, down from the 9.7% rate for the past two years, and continuing a slow but steady increase in occupancy. Total office space in the county, including non-Class A space, is ±5.9 million SF with a vacancy or 10.5%, substantially better than the 2015 national average of 15.7% for suburban office markets (*PwC Real Estate Investor Survey 1st Quarter 2016*).

According to the Mansfield Commercial Real Estate's 2015 *Overview of the Orange County, NY Commercial Real Estate Market*, Class A industrial space in the county totals ±21 million SF, up slightly from the previous year, which saw the completion of a ±518,000 SF UNFI building in Montgomery and a ±199,000 SF Short Line bus service center for Coach USA in Chester. At year-end 2015, nearly 1 million SF of build-to-suit industrial space was either under construction or nearing final approval and expected to break ground soon thereafter. The vacancy rate is very low at 3.3%, down from 4.0% in 2014, and much lower than the national rate of 6.8%, per *CRESA*. The total vacancy for industrial space in Orange County, including non-prime, was 4.8%. These low vacancies have spurred some proposed projects, including renovating older buildings as well as some spec construction.

The retail activity is mainly centered around four areas: Route 211 in Middletown/Wallkill, the Route 6/17/32 exchange in Monroe/Woodbury, Vails Gate in New Windsor, and Route 300/17K in Newburgh. While some of the larger chain stores and supermarkets were closing or downsizing, a number of new

larger stores have recently opened. According to the county's website, Orange County was expected to collect approximately $263 million in sales tax revenue for 2015, up $1.6 million, an increase of less than one percent, from 2014, which also saw a less than one percent increase from the previous year.

An exciting development comes from a Legoland theme park proposed for Goshen. This huge project would be the third Legoland in North America, and would employ hundreds. It has met with opposition from some local residents who have voiced concerns about traffic and water, but there has also been much support for the project.

Other additional projects proposed for Orange County include:

- The Middletown Medical Complex Development, a three-floor, 20,000 square foot medical complex, including a pharmacy, infusion center, urgent care with expanded hours, an eating disorder center and a variety of primary care and specialty physicians. This is a $6M protect located in the business section of the Town of Wallkill. As of October 2016 the Orange County IDA approved the final resolution to finance the construction of the new facility.

- Middletown Community Campus is a 232 acre site that the City of Middletown is moving forward on Phase 2 of the infrastructure improvements needed to enhance the shovel-readiness. The project will include 90 acres of undeveloped lands, as well as access roads and parking. The numerous buildings that remain from the abandoned Middletown Psychiatric Center will be prepared for adaptive reuse including the establishment of the Fei Tian Academy of the Arts and the Fei Thian College, a Chinese-American arts and music college, which will be a satellite campus to their headquarters located in Cuddebackville.

- Warwick Valley Office and Technology Corporate Park was recently established from the former Mid-Orange Correctional Facility. Star Kay

White, Inc., a syrup manufacturer, is proposing a new $20M state-of-art facility in the corporate park. This is part of a continuing plan by the Town of Warwick to redevelop the site.

- Tuxedo Hudson Company has purchased 20 historic commercial buildings along the Tuxedo-Sloatsburg corridor to restore and rehabilitate the area as a destination for great food with focus on the Hudson Valley. The project is expected to cost $5M with the plans to reopen the Tuxedo market in 2017.

The county has succeeded in attracting new businesses and keeping existing employers even as the economy declined and some businesses have left or downsized. This success is largely due to the extensive transportation network and proximity to New York City. These trends should continue into the foreseeable future, making Orange County a viable location for a variety of commercial and residential uses.

Neighborhood Overview

The city consists of historic residential areas, a waterfront commercial district, a downtown area along Broadway, and commercial and residential sections. Major employers of the City of Newburgh include St. Luke's Hospital, Mt. St. Mary's College, Orange County Community College, Central Hudson Gas and Electric, and Mastercraft Industries. Newburgh offers river-oriented recreation and commerce, as it borders on the western shore of the Hudson River. Newburgh is also home to historic Washington's Headquarters, located on Liberty Street.

The surrounding properties are generally grand, old two and three story historic residences, some of which have remained as single-family units, with the majority having been converted to multi-family housing. Many of the residences in the immediate area and some on the surrounding streets have been restored to their original grandeur. To the north is a 13 lot residential development that was built in early 2000's. Across the street is the former Regal Bag Factory,which has recently added artist's loft

units. Nearby is the Newburgh Public Library, and just south is the recently developed Newburgh waterfront, containing a variety of restaurants, a small riverside park, and a marina. The Ferry Crossing Condominiums are just to the north. A more developed commercial district is situated to the southwest, along Broadway, which is a four lane thoroughfare lined with shopping and services, with curbside and municipal parking available.

Water Street is a paved two lane street, heavily traveled, which runs north and south past the subject. Broad Street is a paved two lane street which runs east and west past the north end of the subject. Montgomery Street is a paved two lane street which is one way heading south past a small portion of the subject. Water Street, Broad Street and Montgomery Street provide good access to the subject property, with connections to major highways including I-84 and Route 9W approximately 1 mile away.

The land around the subject is approximately 97% improved, with the little remaining vacant land generally utilized as parking. There is additional urban renewal land in the area.

According to the Census Bureau, the 2015 population of the City of Newburgh was 28,290, which is a 2.0% decrease from the 2010 census.

The subject is situated within the Newburgh Enlarged City School District.

Market Overview

The subject is located on the very eastern edge of the City of Newburgh and much of it has potential Hudson River Views.

Residential single family house values have gone down noticeably in the past five years within the City of Newburgh.

The average and median sale prices are as follows, as per the Greater Hudson Valley MLS:

YEAR	AVERAGE SALE PRICE	MEDIAN SALE PRICE	VOLUME OF SALES
2012	$112,868	$92,000	56
2013	$114,917	$92,500	62
2014	$120,264	$102,250	92
2015	$105,104	$85,950	78
2016	$93,666	$69,000	107

The volume of sales in recent years have increased but the average sale price and the median sale price has declined in recent years. The current residential tax rate at 5.1% of value, is by far the highest in the county and puts real estate at a disadvantage compared to much lower surrounding municipalities.

Most of the larger new projects within the city in recent years have been institutional or not for profits.

Residential development is slow in the City of Newburgh. The homes in the cities tend to sell for far less than the remainder of the county, where the 2016 year to date median sales price is currently $227,500 making Newburgh an affordable place to buy. As is typical of small cities in the area, for the past few years both the residential and the commercial market have been declining or flat.

The waterfront area was identified by the Leyland Group as a potential larger scale development site but they have since pulled out. The Foundry started to work on Phase III but never progressed far. Rolling Acres/Sunset Ridge, a 32 lot subdivision in the west end of the city, sold five houses in 2008 but was foreclosed on and it was then sold. The realtor, Judy New from Village Green Realty, stated in December of 2016 that there have been no new sales, and that many people are interested in purchasing these new homes where the prices start at $224,000, but the anticipated taxes of $13,000 to $14,000 per year are chasing away all of the prospective buyers.

Habitat for Humanity continues to renovate and build new homes throughout the eastern end of the City. After recently completing dozens of

residences along and near East Parmenter Street, they are now working on several homes along South Miller Street and Clark Street.

The Newburgh Community Land Bank has completed a few projects of mixed-use buildings and apartment buildings with more projects planned.

There have been several building renovations scattered across the east side of the City in recent years.

The Regal Bag building located across the street from the subject is currently offering artist lofts for rent.

The subject is a vacant parcel of residential land. It is considered a larger parcel in the City of Newburgh where most of the parcels are less than a quarter of an acre. As the City of Newburgh is nearly built out, there are only a few similar properties in the City, particularly with river views. These properties are located further south along Water Street.

The subject is moderately suited to this market. It is larger than many of the other properties of this type and it has partial river views and it should generate interest from developers. The high property taxes in the City of Newburgh have been a negative influence on new development. It is anticipated that the demand for such properties will remain steady in the near future.

Land

The subject parcel totals ±2.7 acres, according to assessor's maps. No survey or site plan was provided to us.

Size:	±2.7 acres
Frontage:	±865.0 feet along Water Street, ±129.0 feet along Broad Street, 64.0' along Montgomery Street; adequate for ingress and egress
Access:	One curb cut along Montgomery Street, no curbing along Broad Street, and no curb cuts along Water Street.
Shape:	Irregular and somewhat rectangular with a small section that extends west to Montgomery Street; the shape does not significantly impact development or value.
Topography:	Above the street grade of Water Street, below the street

grades of Broad and Montgomery Streets; slopes up significantly from east to west, or from Water Street to Montgomery Street. The property also has a downward slope from north to south. Sections along the rear, or western edge have strong slopes; does significantly impact development and value. Site is mostly cleared along the front or eastern portion, with some scattered overgrown brush areas along the entire western edge, and some larger trees and brush along the rear middle section and the northeastern end.

Wetlands: There do not appear to be any significant wetlands on the property.

Easements/ROWs: No adverse easements or rights-of-way noted that would significantly affect the property or the value. According to the client, there are no underground utilities on the property that would impact value.

Utilities: Electricity, natural gas and municipal water and sewer are available to the site.

Flood Plain: Not within a flood plain, per FEMA Flood Insurance Rate Map for the City of Newburgh, Community Number 360626, Panel 144, dated August 3, 2009.

Other: There are retaining walls at the rear, some that look unstable, but they appear to be on adjoining properties.

FRONT VIEW LOOKING NORTHWEST

FRONT VIEW LOOKING SOUTHWEST

VIEW OF SUBJECT FROM BROAD STREET LOOKING SOUTH

CENTRAL SECTION OF SUBJECT LOOKING WEST

CENTRAL PORTION OF SUBJECT LOOKING WEST

OLD FOUNDATION

WATER STREET LOOKING NORTH

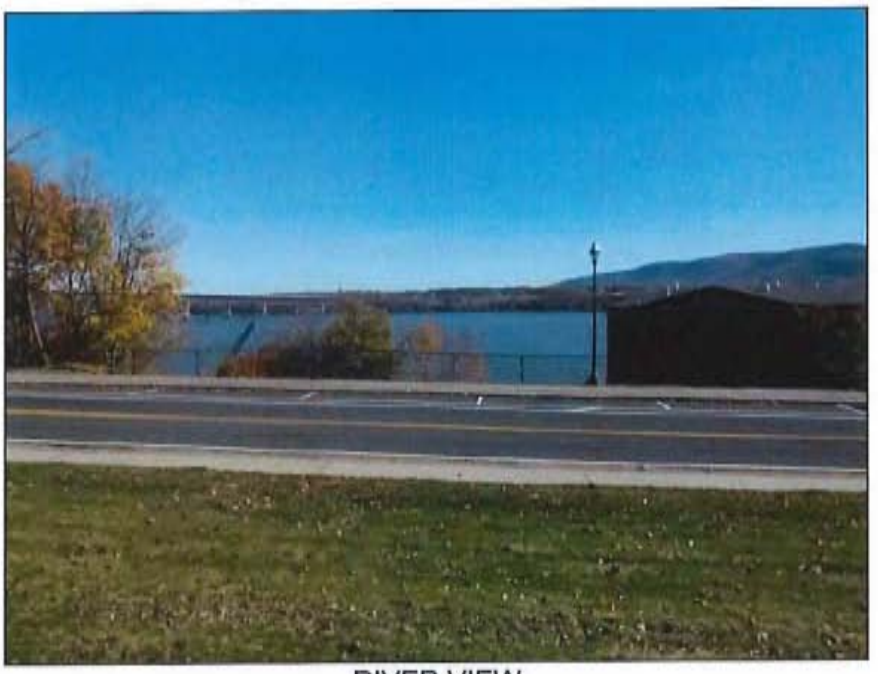
WATER STREET LOOKING SOUTH

MONTGOMERY STREET LOOKING NORTH

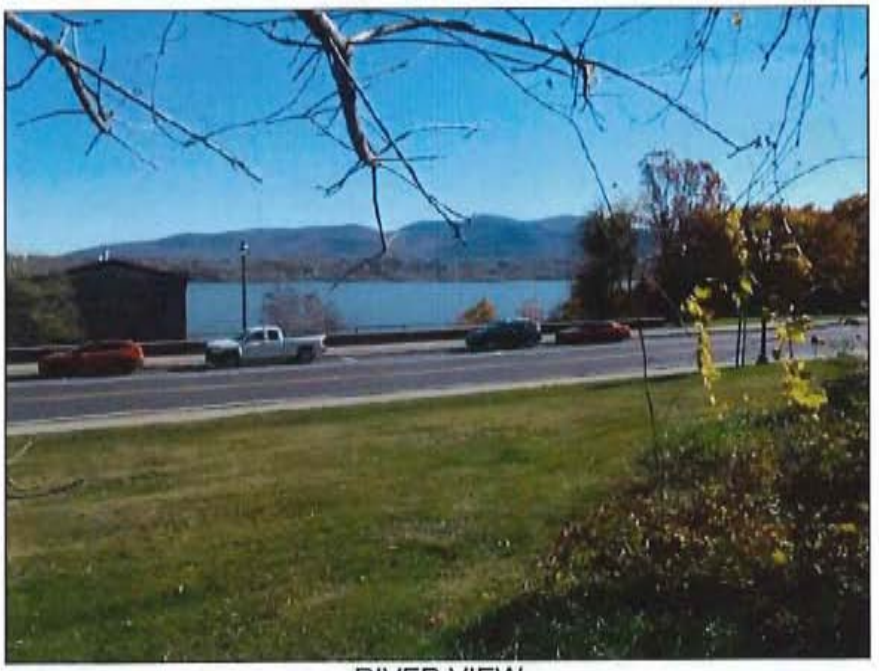
MONTGOMERY STREET LOOKING SOUTH

BROAD STREET LOOKING EAST

BROAD STREET LOOKING WEST



RIVER VIEW

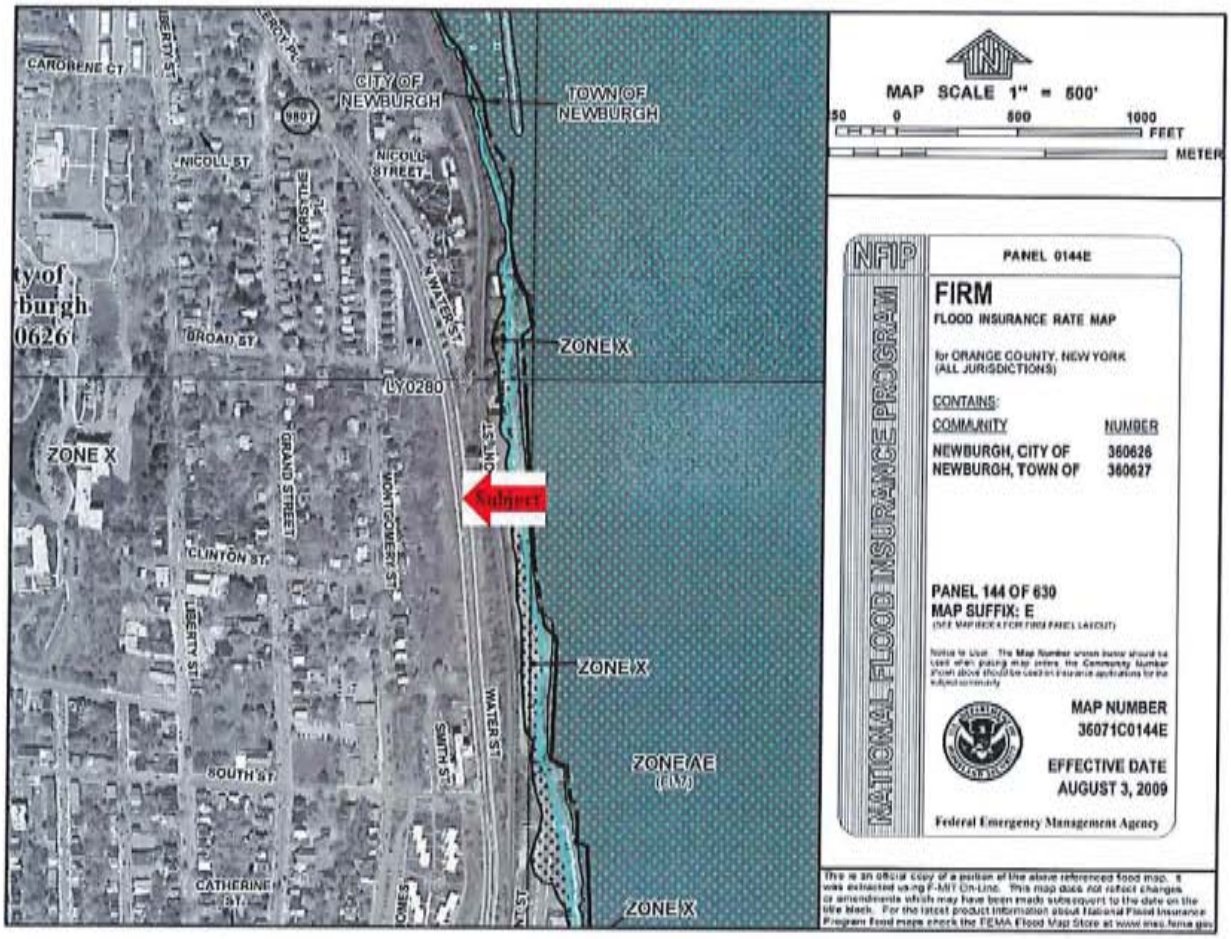


RIVER VIEW

Forsyth Pl
N Water St
Montgomery St
Goldsmith
Denniston House B&B
Legent
N Water St
Water St
The Captain David
Crawford Hou...

AERIAL VIEW

TAX MAP
SECTION 10, BLOCK 3, LOT 2.22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LIBERTY ST
CITY OF NEWBURGH
TOWN OF NEWBURGH
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NICOLL STREET
GILLESPIE PL
WATER ST
BROAD ST
LY0280
ZONE X
GRAND STREET
MONTGOMERY ST
CLINTON ST
LIBERTY ST
Subject
ZONE X
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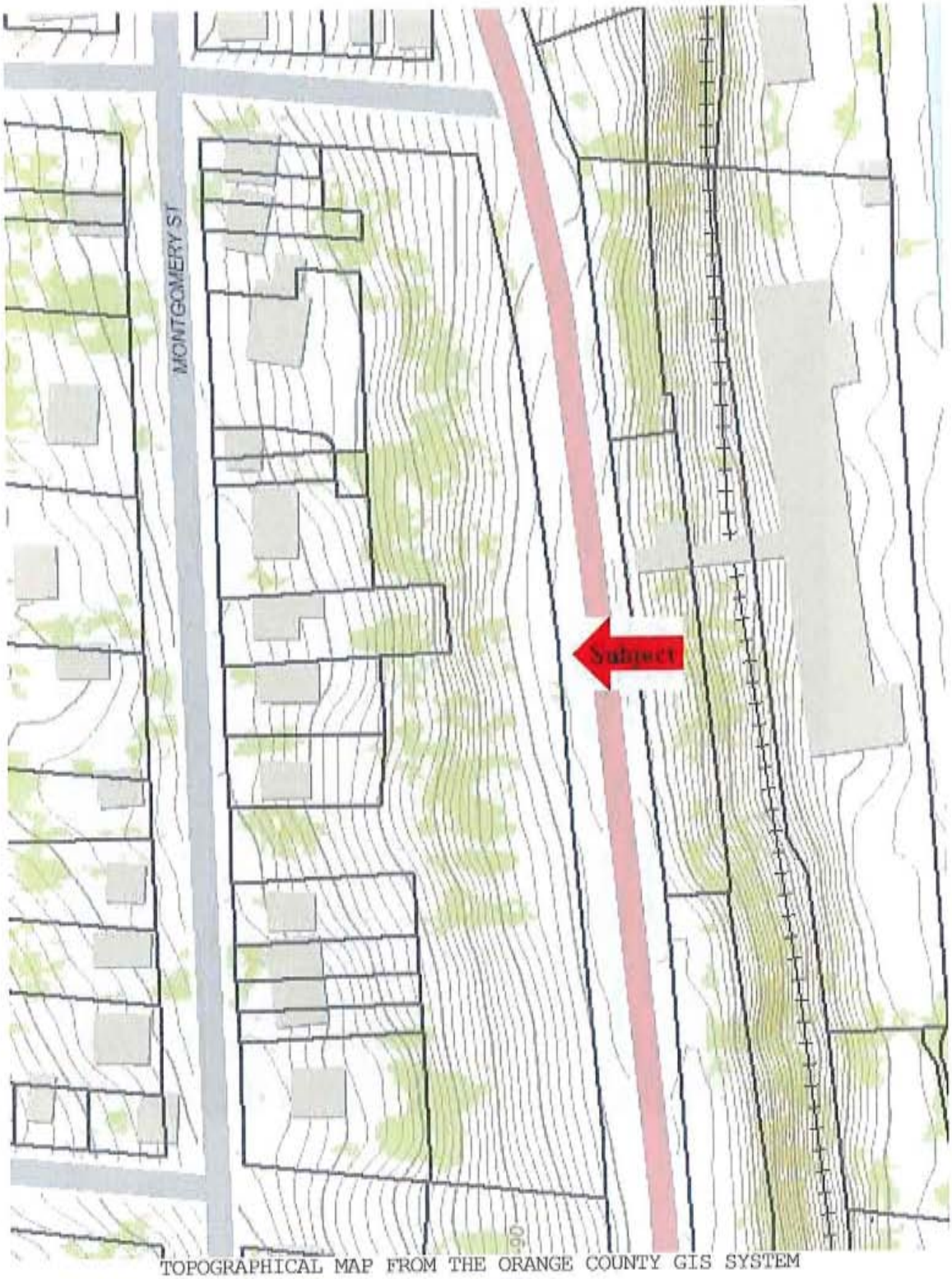
SOUTH ST
ZONE AE
(EL)
CATHERINE ST
JONES ST
ZONE X
MAP SCALE 1" = 500'
500 0 500 1000
FEET
METER
NFIP
NATIONAL FLOOD INSURANCE PROGRAM
PANEL 0144E
FIRM
FLOOD INSURANCE RATE MAP
for ORANGE COUNTY, NEW YORK
(ALL JURISDICTIONS)
CONTAINS:
COMMUNITY NUMBER
NEWBURGH, CITY OF 360626
NEWBURGH, TOWN OF 360627
PANEL 144 OF 630
MAP SUFFIX: E
MAP NUMBER
36071C0144E
EFFECTIVE DATE
AUGUST 3, 2009
Federal Emergency Management Agency

FLOOD MAP



TOPOGRAPHICAL MAP FROM THE ORANGE COUNTY GIS SYSTEM

WATER & SEWER LINE MAP
Blue Lines Are Water Lines
Green Lines Are Sewer Lines
Brown Lines are Storm Sewer Lines

Zoning

The subject property is located in the City of Newburgh, County of Orange, State of New York, and is situated in a RL Zoning District. This is a Low Density Residential District. The following regulations shall apply in all RL Districts.

A. Permitted Uses:

1. Row or attached dwelling (townhouse).
2. Cooperative house.
3. Parks, open space, and recreational facilities.

B. Permitted Uses, Subject to Site Plan Review:

1. Two or three family dwelling.
2. Two family detached dwelling.
3. One family detached dwelling.
4. Cemetery.
5. College or university.
6. Community center.
7. House of worship.
8. Child day care (also a Special Permitted Use).

C. Special Permitted Uses:

1. Bed & breakfast (also an Accessory Use).
2. Boarding house.
3. Customary home occupation (also an Accessory Use).
4. Parking lot.
5. Community parking lot.
6. Child day care (also a Permitted Use, Subject to Site Plan Review).
7. Cottage industry.
8. Agriculture.

D. Accessory Use:

1. Accessory apartment.
2. Bed & breakfast (also a Special Permitted Use).
3. Short term in home lodging.
4. Customary home occupation (also a Special Permitted Use).
5. Dormitories.

E. The Schedule of Bulk, Area and Parking Regulations is on the following page.

Further information and clarification may be obtained by consulting the City of Newburgh Zoning Ordinance. Most uses allowed are subject to the above minimum requirements.

Schedule of Bulk, Area and Parking Regulations

Single Family Residential*/ Low Density Residential

Use	Use Type*	Minimum Area Lot (sq. feet)	Minimum Lot Width (feet)	Minimum Lot Depth (feet)	Minimum Front Yard (feet)	Minimum Side Yard Each (feet)	Minimum Rear Yard (feet)	Maximum Height (Stories)	Maximum Height (feet)	Maximum Lot Coverage %	Off-Street Parking Required
One-Family detached dwelling; Two or Three Family Dwelling (new construction) (1)	P	2500	25	95	15	10	20	3	40	30%	2 per dwelling unit
Row or Attached Townhouse	P	2500	25	95	10	5	20	3	40	40%	1 per dwelling unit
Two or Three Family dwelling within a pre-existing building	P	2500	25	95	15	10	20	3	40	30%	2 per dwelling unit
Residential Care Facility	S	2500	25	95	10	5	20	3	40	30%	As determined by Planning Board
Cooperative House (3)	P	2500	25	95	15	10	20	3	40	30%	2 per 3 bedrooms, or portion thereof
Bed & Breakfast	A, S	2500	25	95	10	5	20	3	40	30%	1 per guest room, 1 for dwelling unit
Boarding House	S	3500	30	80	10	5	20	3	40	40%	2 per 3 bedrooms, or portion thereof
Child Day Care	S	2500	25	95	15	10	20	3	40	30%	2
Home Occupation/Home Professional Office	A, S	2500	25	95	15	10	20	3	40	30%	dwelling unit requirement plus 1 per non-resident employee
Cemetery	P*	40,000			20	20	20	2	25	As determined by Planning Board	
College/University	P*	As Determined by City Planning Board and in accordance with facility master plan *									
Community Center	S	5000	45	95	15	10	20	3	40	50%	
Community Parking Area	S	2500			5	5	5	4			
Cottage Industry	S	2500	25	95	15	10	20	2	45	60 per ac	1 per 500 sf
House of Worship	P*	5000	45	95	15	10	20	3	40	50%	As determined by Planning Board
Private Recreational Facilities	A	5000	45	95	15	10	20	3	40	50%	As determined by Planning Board
Public Parks, Playgrounds	P										As determined by Planning Board
Agriculture	S	As Determined by City Planning Board and in accordance with facility master plan. *									

*Single family residential is the only use permitted in the Single Family Residential district.

1) A detached dwelling may have less than the required side yard on one side if a ten-foot yard is provided by the adjacent use along the same lot line AND where the dwelling provides a ten-foot minimum side yard along the other side

2) Parking subject to Article IX

3) Cooperative Houses in existence at a time this Chapter is adopted, must submit a complete application for a Special Permit to the City Planning Board within six months of this Chapter's adoption.

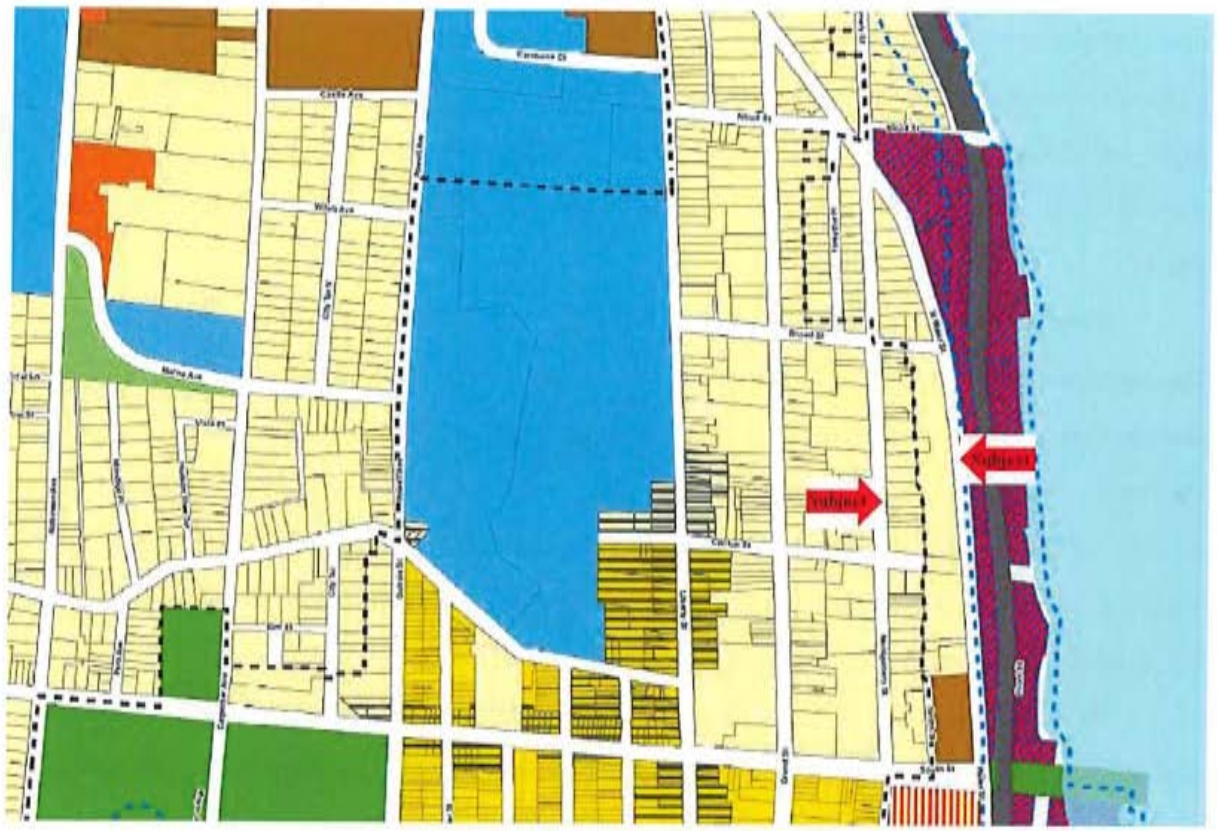
Accessory structures and uses are permitted pursuant to Section 300-31 , Accessory Uses and Structures, as well as other applicable sections of this Chapter.

ZONING: HISTORIC OVERLAY

In addition to the zoning, a small portion of the subject property is located within an Historic Overlay District. The Historic and Architectural Design Overlay Districts were created for the "protection, enhancement and perpetuation of historic, architectural and cultural structures, buildings and properties... Designation of a historic district or architectural design district represents an amendment to the current local zoning law and map, and is done in accordance with the procedures contained in §300-9 of the zoning law and in accordance with §83 of the General Law of the State of New York."

Properties in the Historic Overlay District require a Certificate of Appropriateness for "any exterior alteration, restoration, reconstruction, demolition, new construction or moving of a landmark," as well as "any material changes in the appearance of such a property, its light fixtures, signs, sidewalks, fences, steps, paving or other exterior elements visible from a public street or alley which affect the appearance and cohesiveness of a district and its designated properties..."

The City created the City of Newburgh Architectural Review Commission, which reviews applications for changes to properties in the Historic and Architectural Design districts.



ZONING MAP
RL ZONE- LOW DENSITY RESIDENTIAL ZONE
Note: A small portion of the subject is located in the
Historic District- the portion with frontage along Montgomery Street

Highest and Best Use

The Highest and Best Use may be defined as: *"The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility and maximum productivity".*[1] This implies that the determination of highest and best use takes into account the contribution of a specific use to the community and community development goals, as well as the benefits of that use to individual property owners.

The Appraisal of Real Estate, 14th Edition, also makes the distinction between the highest and best use of a property as if vacant, and as it is improved. "In addition to the four tests of highest and best use, the...definition... implicitly includes the idea that the highest and best use analysis is viewed from two perspectives: the use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements (and) the use that should be made of a property as it exists (i.e., considering the current improvements). The highest and best use of land as though vacant and the highest and best use of the property as improved are connected but distinctly different concepts."[2] Further consideration must then be given to the dynamic attributes of the subject site, as well as past, present, and future market conditions in order to determine the subject's highest and best use, as if vacant.

Highest and Best Use as Vacant

Highest and best use of land or a site as vacant is defined as, *"Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination.*

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1 *The Dictionary of Real Estate Appraisal, 6th Ed.,* (Chicago: Appraisal Institute, 2015), Page 109

2 *The Appraisal of Real Estate, 14th Ed.,* (Chicago: Appraisal Institute, 2015), Page 336

The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements."[3]

The subject lot totals 2.7 acres and has adequate frontage. Electricity, natural gas and municipal water and sewer are available. It is situated within a a RL zone, which is a Low Density Residential district. A variety of residential uses are allowable by right within this zone, including row or attached dwelling (townhouse), cooperative house, parks, open space, and recreational facilities.

In addition, permitted uses subject to Site Plan review include two or three family dwelling, two family detached dwelling, one family detached dwelling, cemetery, college or university, community center, house of worship, child day care.

Special permitted uses include bed & breakfast, boarding house, customary home occupation, parking lot, community parking lot, child day care, cottage industry, agriculture.

The parcel appears to be a conforming lot that meets the minimum dimensions required for residential development.

The highest and best use would be for residential development, based upon the zoning, location, surrounding land use, and the size and configuration of the subject lot.

The typical user of this property would be residential occupants. The most likely buyer would be a developer that would construct residential housing.

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[3] Ibid

The Sales Comparison Approach to Value

To establish a Market Value for the subject property, the Sales Comparison Approach was utilized. The market area was examined for sales of vacant land purchased for residential development. There have been limited sales of similar parcels in the City of Newburgh, so the search was expanded to include similar communities in Orange and Dutchess Counties. Four of the most similar sales were chosen for comparison.

A sale that was considered, but not utilized, is a pending sale of 3.14 acres located along Wolcott Avenue in the City of Beacon. This property is owned by the City of Beacon and the intended purchaser, Kenneth Kearney, plans on developing it as affordable housing. Since it is being purchased to be developed as affordable housing, rather than market rate housing, this sale was deemed not comparable since developers of affordable housing projects typically pay a premium for these types of sites due to the tax credits/breaks that they receive, and they typically only close on the property if, and when, they receive the tax credits/benefits. In addition, the sale has not yet closed.

The properties were compared on a per-acre basis, as that is typically the unit of measure when comparing residential properties with no approvals. No abnormal conditions of sale, including financing and property rights transferred, were found in any of these transactions that would significantly impact upon value with the exception of Sales 1 and 2 which were both purchased by the adjacent property owners, and they had enhanced motivation which resulted in a downward adjustment for Conditions of Sale. In addition, Sale 3 was sold at an auction and after it had been foreclosed. This sale is a new single family subdivision in the City of Newburgh. An upward adjustment was made for the Conditions of Sale.

The sales date back to 2013; values for vacant land such as this were generally decreasing after 2007 but appear to have leveled off by 2013, and

so no adjustments were required for changing market conditions.

The properties were adjusted for differences as compared to the subject in location, size, utility, zoning and topography as shown below. Where the comparable property is considered superior to the subject, a negative adjustment is indicated; if the comparable is inferior, a positive adjustment was made.

Land Sale 1 is located along Meadow Hill Road in a superior Town of Newburgh location. The comparable sold subject to approvals so a downward utility adjustment was made. The sale has superior topography which resulted in an adjustment.

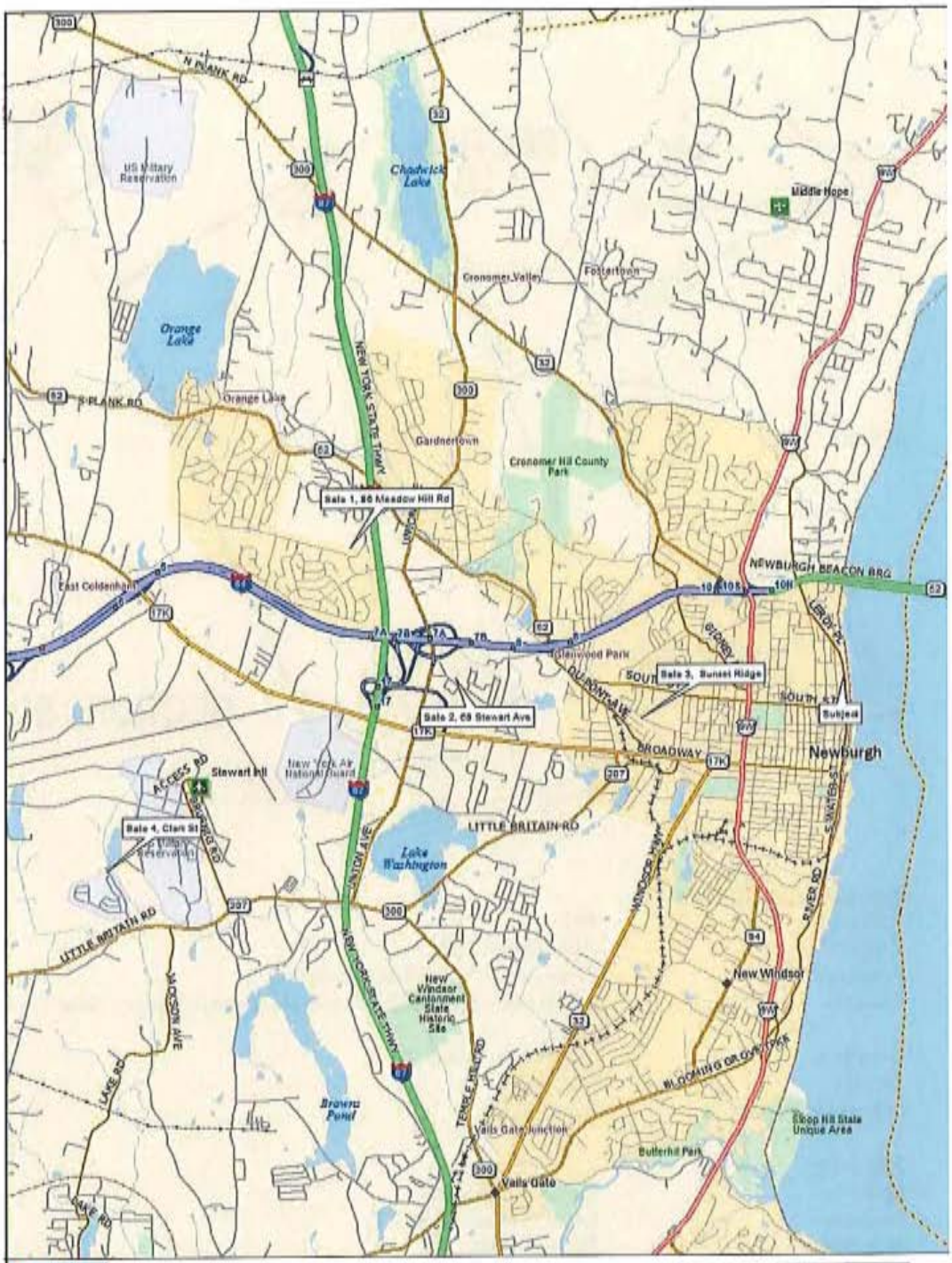
Land Sale 2 is set along Stewart Avenue in a Town of Newburgh location deemed superior. An enhanced utility adjustment was required since the comparable had approvals and it had a house and a community center. A topography adjustment was made.

Land Sale 3 is situated along Orchard Street in an inferior City of Newburgh location. A significant utility adjustment was made as it had approvals, and it had portions of the roads and infrastructure in place, as well as 5 existing partially built houses, 3 of which were nearly completed. A topography adjustment is indicated.

Land Sale 4 is located along Clark Street in a superior Town of New Windsor location. A size adjustment was made since the comparable is larger, as typically larger parcels sell for less than do smaller parcels on a per acre basis. The comparable had full approvals at the time of sale which resulted in a utility adjustment. The comparable's superior topography resulted in an adjustment.

After adjustments for differences, the sales indicate a range in value from $66,477 to $115,513 per acre. We favor a mid-point value.

The indicated value of the subject property "as is," via the Sales Comparison Approach, is $90,000 per acre, or **$245,000** (rounded).



COMPARABLE SALES MAP

Land Sale No. 1

Property Identification

Record ID	6923
Property Type	Apartments, 329
Property Name	Proposed Golden Vista Apartments
Address	86 Meadow Hill Road, Newburgh , Orange County, New York 12550
Location	Newburgh, Town of
Tax ID	60-1-9.2
School District	Newburgh

Sale Data

Grantor	Pirger, Thomas M.
Grantee	DRA Meadow Hill LLC
Sale Date	December 01, 2015
Deed Book/Page	13980/478
Verification	Other sources: County records, planning board minutes, Confirmed by Christine Bell

Land Sale No. 1 (Cont.)

Sale Price	$364,000
Cash Equivalent	$364,000
Land Data	
Zoning	R-3, Residence
Topography	Generally level
Utilities	Municipal water and sewer available
Shape	Irregular
Land Size Information	
Gross Land Size	2.577 Acres or 112,254 SF
Planned Units	24
Front Footage	346 ft Meadow Hill Road;
Indicators	
Sale Price/Gross Acre	$141,250
Sale Price/Gross SF	$3.24
Sale Price/Planned Unit	$15,167

Remarks

Residential land totaling 2.577 acres that is proposed to be consolidated with the adjoining parcel #60-1-9.1. It is proposed to be improved with an additional 24 rental apartments with an accessory maintenance and storage building that will be part of the adjoining 161 unit Golden Vista apartment complex. At the time of the sale there was a one-story garage structure that will be renovated as the maintenance and storage building. The project will be a unified 185 unit apartment complex with 21 units dedicated to senior housing.

Land Sale No. 2

Property Identification

Record ID	6779
Property Type	Apartments, 329
Address	68 & 74 Stewart Avenue, Newburgh , Orange County, New York 12550
Location	Newburgh, Town of
Tax ID	97-1-47.2
APN	97-1-48.2
School District	Newburgh

Sale Data

Grantor	Newburgh Jewish Community Center Inc.
Grantee	DRA Fidelco Newburgh, LLC
Sale Date	January 15, 2014
Deed Book/Page	13707/910
Verification	D. Sanford - representative of seller; October 18, 2010; Other sources: Appraisal records, county records, Confirmed by Greg Langer

Land Sale No. 2 (Cont.)

Sale Price	$562,500
Cash Equivalent	$562,500
Land Data	
Zoning	R-3, Residential
Topography	Rolling with rise from front
Utilities	Municipal water and sewer available
Shape	Irregular
Land Size Information	
Gross Land Size	4.950 Acres or 215,622 SF
Planned Units	29
Front Footage	659 ft Stewart Avenue;
Indicators	
Sale Price/Gross Acre	$113,636
Sale Price/Gross SF	$2.61
Sale Price/Planned Unit	$19,397

Remarks

Two adjacent parcels totaling 4.95 acres. Lot #47.2 totals 4.20 acres and lot #48.2 totals 0.75 acre. The topography is rolling with a rise from road frontage to the center. The combined total of frontage along Stewart Avenue is 659.2 feet.

The parcels were purchased with two existing structures, a single family home totaling 1,374 sf and a converted residence that was utilized as a community service building and totals 2,965 sf. Both built in 1950 and are in average condition. There is also a barn, which is in disrepair and has no contributing value.

The property was purchased without approvals, with intent to consolidate with the existing 26.67 acre parcel containing 160 apartment units in the Summit Lane development. The expansion will consist of the development of two buildings, each containing eight two-bedroom and six one-bedroom apartments for a total of twenty-eight rental units. The existing single-family home will be utilized as a 29th rental unit. The community service building will be converted to provide tenants community storage and the existing barn will be demolished. The expansion will utilize the same access road as the existing development. Additional storm water detention facilities will be constructed. In August 2015 the purchaser has applied for approvals.

Land Sale No. 3

Property Identification

Record ID	5827
Property Type	Subdivision w/ Approvals, 329
Property Name	Rolling Acres Sunset Ridge (Auction sale)
Address	Orchard Street & Morris Avenue, Newburgh , Orange County, New York 12550
Location	Newburgh, City of
Tax ID	14-2-16.12 & 16.13, 14-3-58, 26-3-3.1, 3.2, 3.3, 5.1, 5.2, 5.3, 58.1-58.7, 62 & 67-76
School District	Newburgh

Sale Data

Grantor	TD Bank NA
Grantee	Ionic Properties LLC
Sale Date	July 30, 2013
Deed Book/Page	13624/1822

Land Sale No. 3 (Cont.)

Conditions of Sale	Auctioned
Verification	Rich Pasiut-Key Properties; 845-565-6100, September 12, 2014; Other sources: Appraisal records, Confirmed by Greg Langer
Sale Price	$440,000
Cash Equivalent	$440,000
Land Data	
Zoning	R-1, Single Family Residence
Topography	Lightly rolling, generally level
Utilities	Natural gas, municipal water and sewer
Shape	Irregular
Land Size Information	
Gross Land Size	5.280 Acres or 229,997 SF
Actual Units	27
Front Footage	Orchard Street; Hawthorne Avenue;
Indicators	
Sale Price/Gross Acre	$83,333
Sale Price/Gross SF	$1.91
Sale Price/Actual Unit	$16,296

Remarks

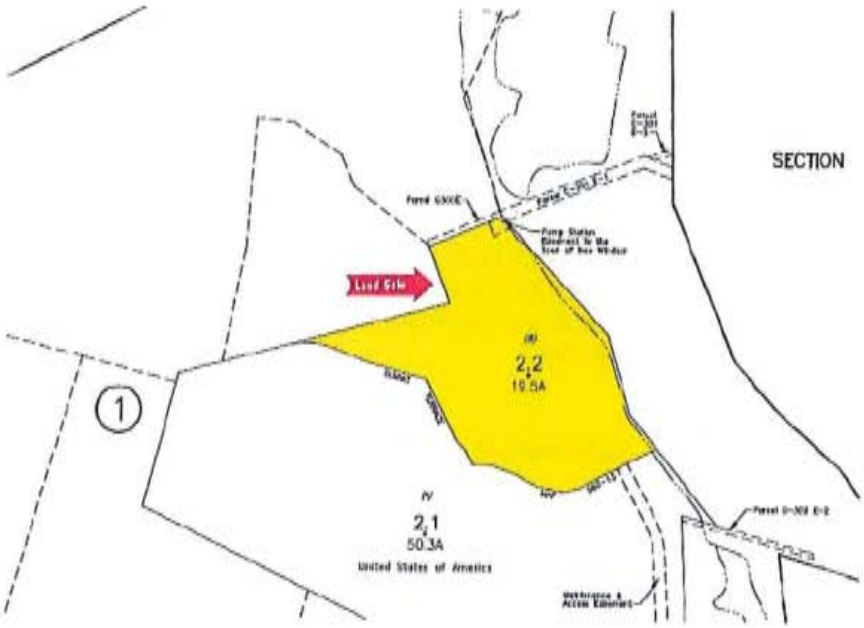
The entire subdivision was purchased at an auction. The property consists of 27 lots within a larger 32 lot subdivision known as "Sunset Ridge". The lots range in size from .17 to .47 acres with an average size of .18 acres, and are accessed via two roads. Orchard Street provides access to eight lots and ends in a cul-de-sac. Lot 11, 15-19 and 22 are accessed from this road. Morris Avenue provides access to lots 1-10 and 23-32. The subdivision is located in an R-1, single family residential zoned district.

As of April 2011 the majority of the site work and improvements have been completed, including one road, the majority of the second road and most of the utility connections. The developer estimates that $968,000 in site work has been completed, which equates to $30,000 per lot based on 32 lots, with approximately $180,000 remaining.

As of May 2013, a portion of the site work and improvements have been completed including one road, a portion of the second road, and most utility connections. Five homes were currently in various stages of construction, three of which were completed or nearly complete. The model home is completed and located on Lot 17. There are two homes that are nearly completed on Lots 18 and 19, both lots need minor finishing.

At the time of the sale the parcel had 5 partial homes up, with additional roads to access 20 lots needed to be completed.

Land Sale No. 4



Property Identification	
Record ID	6666
Property Type	Apartments, 329
Property Name	Summit Terrace
Address	Clark Street, New Windsor , Orange County, New York 12553
Tax ID	96-1-2.2
School District	Washingtonville School District
Sale Data	
Grantor	Atlantic Marine Corps Communities LLC
Grantee	DRA Fidelco New Windsor LLC
Sale Date	January 23, 2014
Deed Book/Page	13716/304
Verification	Assessor, SalesWeb; Confirmed by Todd Wiley
Sale Price	$2,650,000
Cash Equivalent	$2,650,000
Land Data	
Zoning	R-5, Multiple Residential
Topography	Mostly level

Land Sale No. 4 (Cont.)

Utilities	Gas, electric, water & sewer
Shape	Irregular
Land Size Information	
Gross Land Size	19.500 Acres or 849,420 SF
	270
Indicators	
Sale Price/Gross Acre	$135,897
Sale Price/Gross SF	$3.12
Sale Price/ Unit	$9,815

Remarks

A 19.5 acre parcel that sold with full approvals to construct a 270 unit apartment complex. Located along Rt 207 3/4 mile west of the entrance to Stewart Airport. Construction started in the fall of 2014. There will be 126 one bedroom units, and 144 two bedroom units. Will have nine 29 unit buildings, each with 18 garages, and one 9 unit building with 10 garages. The project will also have a clubhouse.

This property was formerly excess land of the Stewart Terrace military housing project. Access is via an easement through Stewart Terrace. It is not affiliated with Stewart Terrace and it will be a market rent based apartment project.

SALES COMPARISON APPROACH ANALYSIS

SALE	SUBJECT	1	2	3	4
SALE PRICE		$364,000	$562,500	$440,000	$2,650,000
LAND SIZE (Acres)	2.700	2.58	4.95	5.28	19.50
PER ACRE		$141,250	$113,636	$83,333	$135,897
PROP RIGHTS CONVEYED		0%	0%	0%	0%
ADJUSTED PRICE		$141,250	$113,636	$83,333	$135,897
FINANCING TERMS		0%	0%	0%	0%
ADJUSTED PRICE		$141,250	$113,636	$83,333	$135,897
CONDITIONS OF SALE		-10%	-10%	10%	0%
ADJUSTED PRICE		$127,125	$102,273	$91,667	$135,897
DATE	Nov 2016	Dec 2015	Jan 2014	Jul 2013	Jan 2014
MARKET CONDITIONS		0%	0%	0%	0%
ADJUSTED PRICE		$127,125	$102,273	$91,667	$135,897
	Water St	Meadow Hill Rd	Stewart Ave	Orchard St	Clark St
LOCATION	C. Newburgh	T. Newburgh	T. Newburgh	C. Newburgh	New Windsor
	Good	Superior	Superior	Inferior	Superior
		-10%	-10%	15%	-10%
LAND SIZE (Acres)	2.700	2.58	4.95	5.28	19.50
		0%	0%	0%	10%
			Appr./No Roads	Appr/Roads &	
	Water/Sewer	Subj. Appr.	House & Bldg	5 Houses	Appr./No Roads
UTILITY	No Approvals	Superior	Superior	Superior	Superior
		-10%	-20%	-20%	-10%
ZONING	RL	R-M	R-5	R-1	R-5
		0%	0%	0%	0%
TOPOGRAPHY	Sloping Upward	Superior	Superior	Superior	Superior
		-5%	-5%	-5%	-5%
TOTAL ADJUSTMENTS		-25%	-35%	-10%	-15%
ADJUSTED PRICE		$95,343	$66,477	$82,500	$115,513
INDICATED VALUE	**$90,000**	**Per Acre x**	**2.700**	**Acres =**	**$243,000**
				Rounded	**$245,000**

RECONCILIATION

As the subject is vacant land, only the Sales Comparison Approach was utilized. Therefore, our opinion of the Fee Simple Value of the subject property **"as is,"** as of November 7, 2016, assuming a twelve month selling period is **$245,000.**

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

ADDENDUM

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT – DO NOT REMOVE

TYPE IN BLACK INK:
NAME(S) OF PARTY(S) TO DOCUMENT

Newburgh Community Development Agency f/k/a Newburgh Urban Renewal Agency

TO

The City of Newburgh

SEE ATTACHED
SECTION____ BLOCK____ LOT____.

RECORD AND RETURN TO:
(name and address)

The City of Newburgh
Office of the Corporation Counsel
83 Broadway, City Hall
Newburgh, NY 12550

THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED ✓ MORTGAGE____ SATISFACTION____ ASSIGNMENT____ OTHER____

PROPERTY LOCATION

____	2049	BLOOMING GROVE (TN)	____	4289	MONTGOMERY (TN)
____	2001	WASHINGTONVILLE (VLG)	____	4201	MAYBROOK (VLG)
____	2289	CHESTER (TN)	____	4203	MONTGOMERY (VLG)
____	2201	CHESTER (VLG)	____	4205	WALDEN (VLG)
____	2489	CORNWALL (TN)	____	4489	MOUNT HOPE (TN)
____	2401	CORNWALL (VLG)	____	4401	OTISVILLE (VLG)
____	2600	CRAWFORD (TN)	____	4600	NEWBURGH (TN)
____	2800	DEERPARK (TN)	____	4800	NEW WINDSOR (TN)
____	3089	GOSHEN (TN)	____	5089	TUXEDO (TN)
____	3001	GOSHEN (VLG)	____	5001	TUXEDO PARK (VLG)
____	3003	FLORIDA (VLG)	____	5209	WALLKILL (TN)
____	3005	CHESTER (VLG)	____	5489	WARWICK (TN)
____	3209	GREENVILLE (TN)	____	5401	FLORIDA (VLG)
____	3489	HAMPTONBURGH (TN)	____	5403	GREENWOOD LAKE (VLG)
____	3401	MAYBROOK (VLG)	____	5405	WARWICK (VLG)
____	3689	HIGHLANDS (TN)	____	5600	WAWAYANDA (TN)
____	3601	HIGHLAND FALLS (VLG)	____	5889	WOODBURY (TN)
____	3859	MINISINK (TN)	____	5801	HARRIMAN (VLG)
____	3805	UNIONVILLE (VLG)			
____	4089	MONROE (TN)			
____	4001	MONROE (VLG)			
____	4003	HARRIMAN (VLG)			
____	4005	KIRYAS JOEL (VLG)			

CITIES

____	0900	MIDDLETOWN
✓	1100	NEWBURGH
____	1300	PORT JERVIS
____	9999	HOLD

NO.PAGES 11 CROSS REF.____
CERT.COPY____ ADD'L X-REF.____
MAP#____ PCS.____

PAYMENT TYPE: CHECK____
CASH____
CHARGE ✓
NO FEE____

CONSIDERATION $ 0
TAX EXEMPT____

MORTGAGE AMT. $____
DATE____

MORTGAGE TAX TYPE:
- (A) COMMERCIAL/FULL 1%
- (B) 1 OR 2 FAMILY
- (C) UNDER $10,000
- (E) EXEMPT
- (F) 3 TO 6 UNITS
- (I) NAT.PERSON/CR. UNION
- (J) NAT.PER.CR.UN/1 OR 2
- (K) CONDO

Donna L. Benson
DONNA L. BENSON
ORANGE COUNTY CLERK

RECEIVED FROM: Newburgh

RECORDED/FILED
10/28/2010/ 11:20:49
DONNA L. BENSON
County Clerk
ORANGE COUNTY, NY
FILE#R010010R910
DEED C / BK 13076PG 1034
RECORDING FEES 350.00
TTX# 001618 T TAX 0.00
Receipt#1237036 Marie

Book13076/Page1034

Page 1 of 11

PROPERTY ADDRESS	S-B-L	10 Assessment	Prop. Class Code	Lot Size	Description	Condo
35-37 Broad Street	10-3-2.22	$95,100	311	2.70 Acres	Residential Vacant Land	No
Water Street	10-3-36	$5,800	311	53' X 156'	Residential Vacant Land	No
207 Water Street	12-3-2.1	$17,500	350	85' X 185'	Urban Renewal	No
209 Water Street	12-3-3	$2,900	350	26' X 175'	Urban Renewal	No
148 Montgomery Street	12-4-2.1	$21,800	350	184' X 130'	Urban Renewal	No
140 Montgomery Street	12-4-10	$24,500	350	146' X 173'	Urban Renewal	No
180 Water Street	12-6-5	$52,900	331	142' X 272'	Comm. Vacant W/ Imp.	No
151 Lander Street	18-4-43	$1,800	311	25' X 120'	Residential Vacant Land	No
1 Colden Street	24-9-1	$11,700	350	311' X 285'	Urban Renewal	No
3 Colden Street	24-9-2	$500	330	19' X 56'	Commercial Vacant	No
2 Montgomery Street	24-9-3	$19,600	330	33' X 178'	Commercial Vacant	No
34 Montgomery Street	24-10-1	$75,600	438	100' X 125'	Parking Lot	No
14 Montgomery Street	24-10-7	$40,200	350	170' X 97'	Urban Renewal	No
12 Montgomery Street	24-10-11	$1,500	350	23' X 97'	Urban Renewal	No
4 Montgomery Street	24-10-14	$4,100	350	65' X 66'	Urban Renewal	No
55 Second Street	24-10-15	$9,900	330	67' X 449'	Commercial Vacant	No
94 S. Water Street	37-3-1.1	$94,200	350	2.10 Acres	Urban Renewal	No

THIS INDENTURE made the 18th day of October, in the year two thousand-ten

BETWEEN:

The NEWBURGH COMMUNITY DEVELOPMENT AGENCY, formerly known as the Newburgh Urban Renewal Agency, a New York Public Authority, having its principal office at 83 Broadway, City Hall, Newburgh, New York 12550, party of the first part; and

The CITY OF NEWBURGH, a New York municipal corporation, and having its principal office at 83 Broadway, City Hall, Newburgh, New York 12550, party of the second part,

WITNESSETH, that the party of the first part, in consideration of $1.00, and other good and valuable consideration by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

PARCEL I

ALL, that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York known as 35-37 Broad Street, and being more particularly described as Section 10, Block 3, Lot 2.22, on the Official Tax Map of The City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record, except as hereinafter stated.

SUBJECT TO all easements, covenants and restrictions of record and not of record existing in favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh.

BEING, intended to describe that same premises described in a deed from Edward C. Moulton and Thelma D. Moulton the Newburgh Urban Renewal Agency, now known as the Newburgh Community Development Agency, dated February 10, 1977, and recorded in the Orange County Clerk's office in Liber 2060 of Deeds at page 294; and

PARCEL II

ALL, that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York known as Water Street, and being more particularly described as Section 10, Block 3, Lot 36, on the Official Tax Map of The City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record, except as hereinafter stated.

SUBJECT TO all easements, covenants and restrictions of record and not of record existing in favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh.

BEING, intended to describe that same premises described in a deed from the City of Newburgh to the Newburgh Community Development Agency, formerly known as the Newburgh Urban Renewal Agency, dated September 18, 1985, and recorded in the Orange County Clerk's office in Liber 2416 of Deeds at page 227; and

PARCEL III

ALL, that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York known as 207 Water Street f/k/a Water & Barclay, and being more particularly described as Section 12, Block 3, Lot 2.1 f/k/a Section 12, Block 3, Lot 15, on the Official Tax Map of The City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record, except as hereinafter stated.

SUBJECT TO all easements, covenants and restrictions of record and not of record existing in favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh.

BEING, intended to describe that same premises described in a deed from the City of Newburgh to the Newburgh Community Development Agency, formerly known as the Newburgh Urban Renewal Agency, dated October 2, 1986, and recorded in the Orange County Clerk's office in Liber 2607 of Deeds at page 28; and

PARCEL IV

ALL, that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York known as 209 Water Street, and being more particularly described as Section 12, Block 3, Lot 3, on the Official Tax Map of The City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record, except as hereinafter stated.

SUBJECT TO all easements, covenants and restrictions of record and not of record existing in favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh.

BEING, intended to describe that same premises described in a deed from the City of Newburgh to the Newburgh Community Development Agency, formerly known as the Newburgh Urban Renewal Agency, dated April 16, 1985, and recorded in the Orange County Clerk's office in Liber 2355 of Deeds at page 15; and

Newburgh Urban Renewal Agency, dated January 8, 1987, and recorded in the Orange County Clerk's office in Liber 2660 of Deeds at page 243; and

PARCEL XVII

ALL, that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York known as 94 S. Water Street f/k/a 94-104 S. Water Street, and being more particularly described as Section 37, Block 3, Lot 1.1 f/k/a Section 37, Block 5, Lot 2, on the Official Tax Map of The City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record, except as hereinafter stated.

SUBJECT TO all easements, covenants and restrictions of record and not of record existing in favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh.

BEING, intended to describe that same premises described in a deed from the City of Newburgh to the Newburgh Community Development Agency, formerly known as the Newburgh Urban Renewal Agency, dated July 22, 1986, and recorded in the Orange County Clerk's office in Liber 2591 of Deeds at page 307; and

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

THIS DEED having been authorized by Resolution No.: 5-2010 adopted by the Newburgh Community Development Agency on May 10, 2010 and Resolution No.: 105-2010 adopted by the City Council of the City of Newburgh on May 10, 2010.

IN WITNESS WHEREOF, the parties have duly executed this deed the day and year first above written.

IN PRESENCE OF:

NEWBURGH COMMUNITY DEVELOPMENT AGENCY f/k/a NEWBURGH URBAN RENEWAL AGENCY

BY: _____
NICHOLAS J. VALENTINE,
Chairman

THE CITY OF NEWBURGH

BY: _____
RICHARD F. HERBEK,
Acting City Manager

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

On the 18th day of October in the year 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared NICHOLAS J. VALENTINE 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.

_____

BERNIS E. NELSON
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN WESTCHESTER COUNTY
NO. 60-4773663
COMMISSION EXPIRES AUGUST 31, 20__

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

On the 18th day of October in the year 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD F. HERBEK 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.

_____

BERNIS E. NELSON
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN WESTCHESTER COUNTY
NO. 60-4773663
COMMISSION EXPIRES AUGUST 31, 20__

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.

3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.

4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.

9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.

10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous water and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification an only in its entirety.

18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and appraisal of the appraiser.

J. TODD WILEY, IAO - APPRAISER'S QUALIFICATIONS

EDUCATION:

S.U.N.Y. Orange, Middletown, New York Major- Data Processing	1978-1980
S.U.N.Y. Brockport, New York Major- Computer Science	1981-1983
Orange County Association of Realtors	
Introduction to Real Estate Appraisal - (R1)	1991
Valuation Principles and Procedures - (R2)	1991
Ethics and Standards of Professional Practice	1991
New York State Office of Real Property Services	
Assessment Administration	1992
Introduction to Appraisal Approaches	1992
Introduction to the Income Approach	1993
Introduction to Mass Appraisal	1994
Advanced Methods and Assessment Techniques	1995
Introduction to Land Appraisal	1998
Fundamentals of Exemption Administration	1998
Assisted Living Facility Valuation	1999
Introduction to Income Capitalization (R4)	2000
Restaurant Appraisal	2000
Appraisal of a Drug Store	2001
Introduction to Farm Appraisal	2003
Ethics for Assessors	2007
New York State Assessors' Association	
IAO-1	2002
Instructor Training	2005
G-2 Principles Of Income Property Appraising	2006
G-1 Introduction to Income Property Valuation	2007
Valuation of Green Buildings	2013
Ethics for Assessors	2014
Assessment Administration	2014

PROFESSIONAL ORGANIZATIONS:

Orange County Assessors' Association, Past President	
New York State Assessors' Association, President	2004-2005
Executive Board of the NYSAA	1999-2006
Institute of Assessing Officers	
NYSAA Real Property Tax Administration Committee, RPTAC, Chairman	2013-present
RPTAC, Equalization Rate Committee, Member	2005-present

PROFESSIONAL DESIGNATIONS:

New York State Certified Assessor Advanced (SCAA)
Institute of Assessing Officers, chartered by the Board of Regents of the University of the State of New York Designation of Professional Assessor(IAO)

SEMINARS:

New York State Assessors' Association

Equalization Concepts	1994
Fundamentals of Data Collection	1994
Appraisal Workshop	1996
Agricultural Assessment	1997
Assessment Administration	1998
Waterfront Property Valuation	1999
Feasibility Analysis	2002
Level of Assessment Training	2002
Equalization Rates	2002
Real Property System- RPS V4- Valuation Equity	2004
Hotel Valuation	2004
Tax Certiorari Negotiation	2005
Exemption Administration	2006
Assessment Administration	2014
Exemption Administration- Instructor	2014
Reading & Understanding Deeds- Instructor	2016

Appraisal Institute - NYS Code 4395-07

Mid Hudson Chapter -

1st Annual Appraisal Case Studies Seminar 10/2015

EXPERIENCE:

Town of New Windsor 12/02-Present

Assessor for the Town. Responsibilities include the valuation of all parcels for tax purposes. Assessment administration of over 9,400 parcels.

Valuation Consultants Inc. 7/05-Present

Commercial real estate appraiser. Perform appraisals of all types of commercial properties.

City of Newburgh 7/91-12/02

From 1991-95 was the Assistant Property Manager and the Real Property Data Collector. Assisted with all aspects of valuation and assessing functions. Managed and marketed properties acquired by the City. In 1995 appointed City Assessor and Property Manager. Responsibilities included all aspects of valuation, assessment administration, property management and sales of City acquired properties.

Mid Hudson Appraisers 9/93-7/95

Performed residential appraisals.

I have appraised all types of residential property, commercial and industrial buildings, farms and vacant land.

I have made appraisals for financial institutions, attorneys, major corporations, home guarantee programs, insurance companies and others.

AREAS OF APPRAISAL EXPERIENCE -

New York State -

COUNTIES: Orange, Dutchess, Putnam, Rockland, Sullivan, and Ulster

FACTUAL STATISTICAL AND REFERENCE INFORMATION

An up-to-date set of area Zoning Maps and Ordinances

City maps showing existence of underground utilities

Maintenance of sales transactions by subdivisions and street name, effective dates of sale and current listing

Current community statistics referring to retail sales, bank clearance, employment, transportation routes, construction activity, and mortgage recordings

Census Tract Maps
Flood Plain Maps
Wetland Maps

GREGORY R. LANGER - APPRAISER'S QUALIFICATIONS

EDUCATION:

BA - Hartwick College, Oneonta, New York
Undergraduate 1976

Newburgh Free Academy - Adult Education
Principles of Real Estate 1976
Real Estate Law 1977

New York State Association of Realtors
Graduate Realtors Institute - Course I 1977

Marist College
Society of Real Estate Appraisers
Course 101 - An Introduction to Appraising Real Property 1980

Pennsylvania State University
Society of Real Estate Appraisers
Course 201 - Principles of Income Property Appraising 1981

Dartmouth College
American Institute of Real Estate Appraisers
Capitalization Theory and Techniques Parts II and III 1982

American Institute of Real Estate Appraisers
Case Studies in Real Estate Valuation
and Valuation Analysis and Report Writing 1983

Tampa, Florida
American Institute of Real Estate Appraisers
Standards of Professional Practice 1984

University of Florida
American Institute of Real Estate Appraisers
Real Estate Investment Analysis 1985

MEMBERSHIPS AND AFFILIATIONS:

American Institute - Practicing Affiliate

State of New York -
Certified Real Estate General Appraiser - #46-43405

COURSES/SEMINARS:

Argus Seminar 1993

Appraisal Institute
Consideration of Environmental
Hazards in Real Estate Valuation 1994

Appraisal Institute
Understanding Limited Appraisals 1994

Orange County Community College
Environmental Law and The Planning Board 1995

Appraisal Institute
New Industrial Valuation 1997

Appraisal Institute

Appraisal of Local Retail Properties	1998
Appraisal Institute Attacking & Defending an Appraisal In Litigation	1998
Appraisal Institute Emerging Technologies Forum	1998
Appraisal Institute Internet Search Strategies	1998
Appraisal Institute - Course 1064-07 Case Studies in Commercial Highest & Best Use	06/2000
Appraisal Institute - Mid Hudson Chapter Standards of Professional Appraisal Practice - Part C - Course 11430	09/2002
Appraisal Institute Scope of Work: Expanding Your Range of Services	10/2003
Appraisal Institute Course 1400N - USPAP National Update Standards and Ethics for Professionals	10/2003
Manfred Real Estate Learning Center, Inc. Code #0022 - (AQ1) Fair Housing, Fair Lending & Environmental Issue	01/2004
Appraisal Institute Code #2352-07 - Appraisal Consulting: A Solution Approach for Professionals	5/2005
Appraisal Institute Subdivision Valuation	6/2005
Appraisal Institute NY State Code #2814-07 Appraising Convenience Stores	12/2005
Appraisal Institute - NY State Code #2837-02 2006 Changes to USPAP; The Demise of Departure	3/2006
Appraisal Institute - NY State Code #2839-07 Analyzing Commercial Lease Clauses	6/2006
Appraisal Institute USPAP Update Course	9/2006
Appraisal Institute - NY State Code #3023-02 Online Valuation Resources to the NY Appraiser	4/2007
Appraisal Institute - NY State Code #2994-07 Appraisal of Local Retail Properties	5/2007
Appraisal Institute - NY State Code - 3053-04 Professional Guide to Conservation Easements	8/2007
Appraisal Institute - NYS Code #2379-07 USPAP Update Course	3/2008

Argus Lease Analysis	4/2008
Appraisal Institute - An Introduction to Valuing Green Buildings	10/2008
Land Trust Alliance - Northeast Land Trust Conference Mapping Tools for Your Land Trust: Selecting and Evaluating Conservation Lands Using Online Mapping and GIS Resources	4/2009
Appraisal Institute - NYS Course #3452-07 Long Island Chapter of the Appraisal Institute Hotel Appraising- New Techniques for Today's Uncertain Times	9/2009
Appraisal Institute - NYS Code 3249-5.25 Business Practices and Ethics	11/2009
Appraisal Institute - Webinar Self Storage Buildings	01/2010
Appraisal Institute - Webinar Uniform Appraisal Standards for Federal Land Acquisitions	8/2010
Appraisal Institute - Webinar Strategies for Successfully Appealing a Real Estate Tax Assessment	9/2010
Appraisal Institute - Webinar A Debate on the Allocation of Hotel Total Assets	10/2010
Appraisal Institute - Webinar Understanding the New Interagency Appraisal and Evaluation Guidelines	2/2011
Appraisal Institute - Webinar Profiting from the New Estate Tax Law	5/2011
Appraisal Institute - Webinar Perspectives from Commercial Review Appraisers	7/2011
Appraisal Institute - Webinar The New Demand Reports	8/2011
Appraisal Institute - Webinar Understanding the Impact of the Interagency Appraisal and Evaluation Guidelines for Appraisers and Lenders	10/2011
Appraisal Institute Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets	2/2012
Appraisal Institute USPAP Equivalent Course	3/2012
Appraisal Institute - State Code: 2623-07 Online Small Hotel/Motel Valuation	3/2012

Appraisal Institute - Webinar Guides Notes 11 and 12 - What They Mean to You	6/2012
Appraisal Institute - Webinar IRS Valuation	7/2012
Appraisal Institute - Webinar Regression Analysis is Becoming Mainstream Are You Prepared?	9/2012
Appraisal Institute - Business Practices and Ethics	2/2013
Appraisal Institute - Webinar Property Taxation: Valuation & Consultation Services	7/2013
Appraisal Institute - State Code: 4102-07 The Discounted Cash Flow Model: Concepts, Issues and Applications	9/2013
Appraisal Institute - NYS Code 4101-07 Appraising the Appraisal: Appraisal Review-General	10/2013
Appraisal Institute - NYS Code: 4020-14 Residential & Commercial Valuation of Solar	11/2013
Appraisal Institute - Webinar Appraising Cell Towers	12/2013
Appraisal Institute 7 Hour USPAP Update Course	12/2013
Appraisal Institute - Webinar Trial Components Recipe for Success or Disaster	5/2014
Appraisal Institute - USPAP Update, 7 Hour National Uniform Standards of Professional Appraisal Practice	11/2014
Appraisal Institute - Business Practices and Ethics	5/2015
Appraisal Institute - Webinar High Volatility Commercial Real Estate Valuation Consideration and Complexities	8/2015
Appraisal Institute - Webinar Contamination and the Valuation Process	9/2015
Appraisal Institute - Raising the Bar: Complex Properties A Risk Based Approach to Allocations and Investments	9/2015
Appraisal Institute - NYS Code 4395-07 Mid Hudson Chapter - 1st Annual Appraisal Case Studies Seminar	10/2015
Appraisal Institute - NYS Code 3625-28 Advanced Concepts & Case Studies - Course 503GD	12/2015
Manfred Real Estate Learning Center, Inc. - Course Q-0332 Supervisory/Appraiser/Trainee Appraiser Course	10/2016

Appraisal Institute - NY State Cod #4530-07
Mid Hudson Chapter:
2nd Annual Appraisal Case Studies Seminar 10/2016

EXPERIENCE:

Valuation Consultants, Inc. 3/93 to Present
Owner and Senior Commercial Appraiser

As an owner of the company, I will review and appraise all types of commercial appraisal reports.

H.F. Ahmanson and Company 11/86 to 2/93

Served in various positions including Senior Real Estate Financial Analyst, Chief Appraiser of the Bowery and Vice President-Loan Officer. Responsibilities and duties included valuation of the commercial real estate portfolio on the Eastern Seaboard, overseeing a full staff of commercial appraisers in the Manhattan office, portfolio valuation in the acquisition of Bowery Savings Bank and Home Savings Bank, and northeast lending operations.

Eastern Savings Bank 10/85 to 11/86

Served as an Assistant Vice President in lending, as well as an Appraiser

Appraisal Services Company 10/79 to 10/85

Worked as the Senior Commercial Appraiser after previously performing residential appraisals and overseeing the residential staff.

Sold Residential Real Estate 1976 to 1979

I have appraised all types of residential property, commercial and industrial buildings, farms and vacant land.

I have had experience in court testimonials for various cases.

I have made appraisals for financial institutions, attorneys, major corporations, home guarantee programs, insurance companies and others. I have worked on assignments for the following companies:

A. **GENERAL EXPERIENCE**

Abacus Bank
Advent Valuation
American Business Lenders
Appraisal Management
Astoria
Bank of America
Bank of New York
Bank of the West
Bank of Greene County
Bank United
Berkshire Bank
Bloom and Bloom
Business Lending
Catskill Hudson Bank
Charles Brodie, Esquire
Chase Manhattan Bank
Citizens Bank
City National Bank

City of Middletown
City of Newburgh
City of Poughkeepsie
Community Bank
Community Preservation Corporation
Concorde Lending
Country Bank
County of Orange
County of Dutchess
Cumberland Farms
Cumberland Gulf
David Brodsky, Esquire
Dormitory Authority of State of New York
Dwight Joyce, Esquire
Eastern Savings Bank
First Niagara Bank
Freedom Bank
Greater Hudson Bank
Hometown Bank of the Hudson Valley (formerly Walden Federal)
HSBC Bank USA
Hudson Heritage Federal Credit Union
Hudson United Bank
Hudson Valley Bank
Hudson Valley Federal Credit Union
Jacobowitz and Gubits, LLP
Jeff Bank
JP Morgan Chase
Key Bank of New York
Kingston City School District
Lakeland Bank
Lend Lease
M&T Bank
Metbank
Mahopac National Bank
Mid Hudson Valley Federal Credit Union
National Valuation Services
NBT
Newburgh Central School District
NYS Office of Mental Retardation & Developmental Disabilities
Orange County Trust
Orange County Land Trust
Orange & Rockland Utilities
Peoples United
Putnam County National Bank
Putnam County Savings Bank
Richard Drake, Esq.
Rhinebeck Savings Bank
Riverside Bank
Rondout Savings
Salisbury Bank
Sawyer Savings Bank
SBU
SI Bank and Trust
Stanley Marks and Company, CPA
Sterling National Bank (formerly Provident Bank)
Stevan Nosonowitz, Esquire
Stewart International Airport
Summit Bank
TD Banknorth, N.A.
Town of Chester

Town of Newburgh
Town of Wallkill
Trust Company of New Jersey
Ulster Savings Bank
Union Savings Bank
Union State Bank
Vanacore, DeBenedictus, DiGiovanni & Weddell, CPA
Valley National Bank
Village of Walden
Walden Savings
Wallkill valley Federal Credit Union
Warwick Valley School District
Webster Bank
Wells Fargo
Wilber National Bank

B. **AREAS OF APPRAISAL EXPERIENCE -**
New York State -
COUNTIES: Orange, Dutchess, Putnam, Rockland, Sullivan, and Ulster

FACTUAL STATISTICAL AND REFERENCE INFORMATION

An up-to-date set of area Zoning Maps and Ordinances

City maps showing existence of underground utilities

Maintenance of sales transactions by subdivisions and street name, effective dates of sale and current listing

Current community statistics referring to retail sales, bank clearance, employment, transportation routes, construction activity, and mortgage recordings

Census Tract Maps, Flood Plain Maps, Wetland Maps

UNIQUE ID NUMBER
46000043405

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 89572

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

EFFECTIVE DATE
MO. 03 | DAY 08 | YR 16

EXPIRATION DATE
MO. 03 | DAY 07 | YR 18

LANGER GREGORY R
C/O VALUATION CONSULTANTS INC
6 FRONT ST
NEWBURGH, NY 12250

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

CESAR A. PERALES
SECRETARY OF STATE

DOS-1099 (Rev. 5/01)

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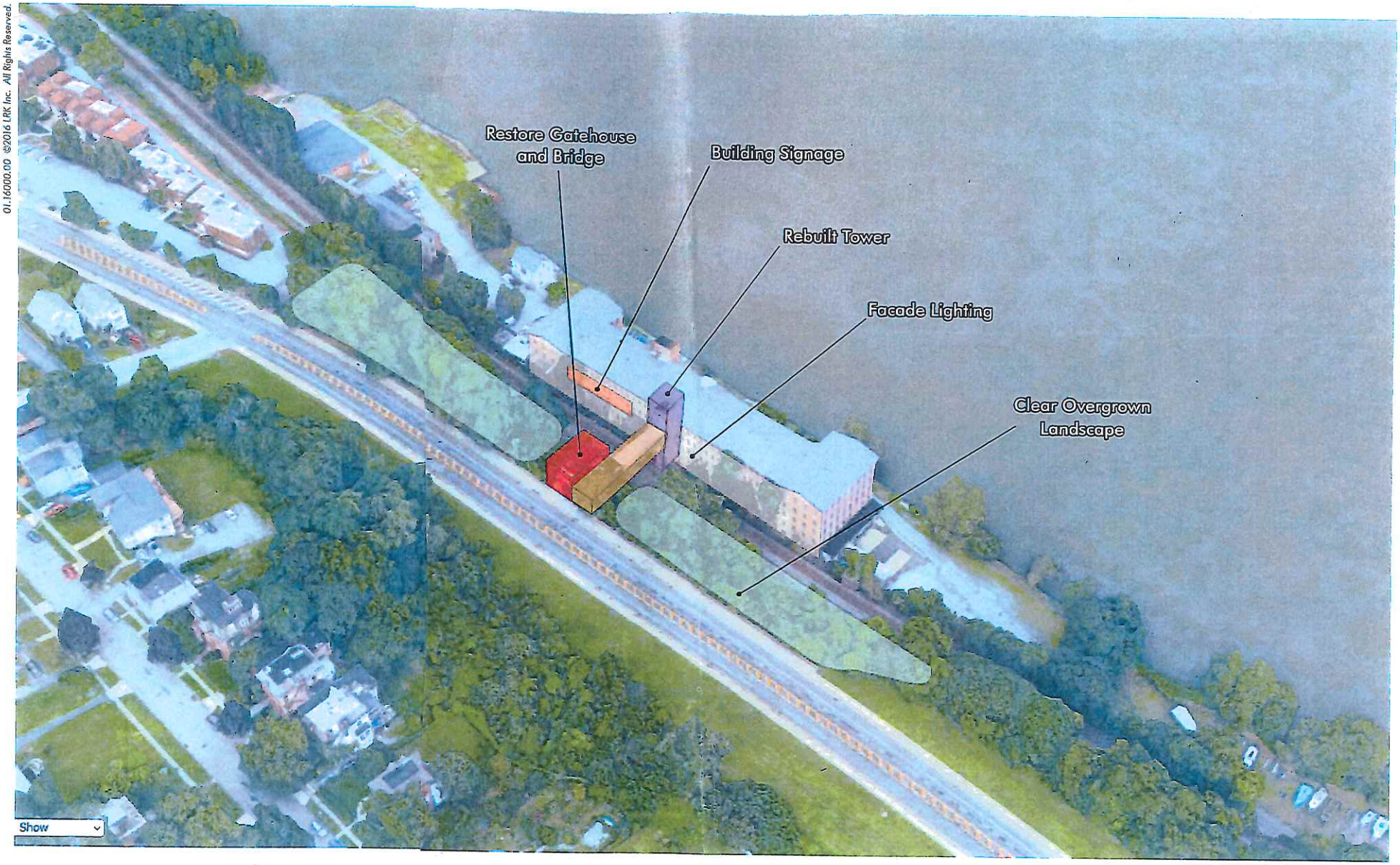


City of Newburgh, Department of Economic Development

Vision for Development of the Regal Bag Company

The Regal Bag building, which once supported the largest ladies hand bag industry in the world, was built c. 1845, initially as the Newburgh Steam Mills, and followed by the Coldwell Lawn Mower Company. An iconic 6 story structure, the building sits on the Hudson waterfront. The building has been owned and operated by the Kaplan family for 70 years and at one time would have been one of the largest employers in the City. The City of Newburgh receives full taxes on the property, four lots, that combined, presently are assessed at over $2 Million. Plans to develop Regal Bag as condominiums were shelved in the crash of the real estate market in 2008.

Like many historic factory buildings across the country, the factory is already attracting commercial tenants that seek creative space. The terms "creative space" and "maker space" are generally defined as office, studio, and commercial space that is flexible, fosters collaboration, and supports the creative process. This ranges from designers to tech companies, to small scale manufacturing. Typically, these types of spaces also include art galleries, recording studios, co-working space, non-profits in the arts and culture business, and retail and recreational amenities. [Looney Ricks Kiss, *draft Regal Bag Vision*, September 30, 2016]

Present visioning for the Regal Bag Company focuses on identity, accessibility, and activity. Development is taking place as the plans are formulated. Artist studios are being rented; a number of art openings have taken place this year, and 'pop-up' events such as Halloween hay rides have been successfully organized. The building directly to the north of the Regal Bag has been renovated to house a fine craft guitar maker and his studio (to open early in 2017). While the top two floors are planned to be residential, the remaining space will continue to be mixed use. Immediate plans are to

- Make the buildings visible day and night – trees and brush have been cleared.
- Restore the bell tower, create signage to brand the building, and the building will be lit at night.
- Restore the gate house and walkway and initiate retail activity there; a restaurant or coffee shop will be included in its use.
- Provide more accessible parking areas to the top floors as well as the bottom. This requires a proposed parking area across Water Street for 100-132 cars.
- Provide continuance of the riverfront trail.

Potential future activities will continue and build off the success of the riverfront. These may include access to the river through canoe and kayak rentals, "pop-up" parks, music, food and art events. At least two floors of residential space will be built. Phase 1 of the construction budget will complete 57 units at an estimated investment of $11,400,000.

- Phase 1 will generate $25,922,000 in new spending leading to 306 one time jobs.

New residents will add to the local economy:

- $6,583,500 in annual spending leading to 78 permanent jobs.

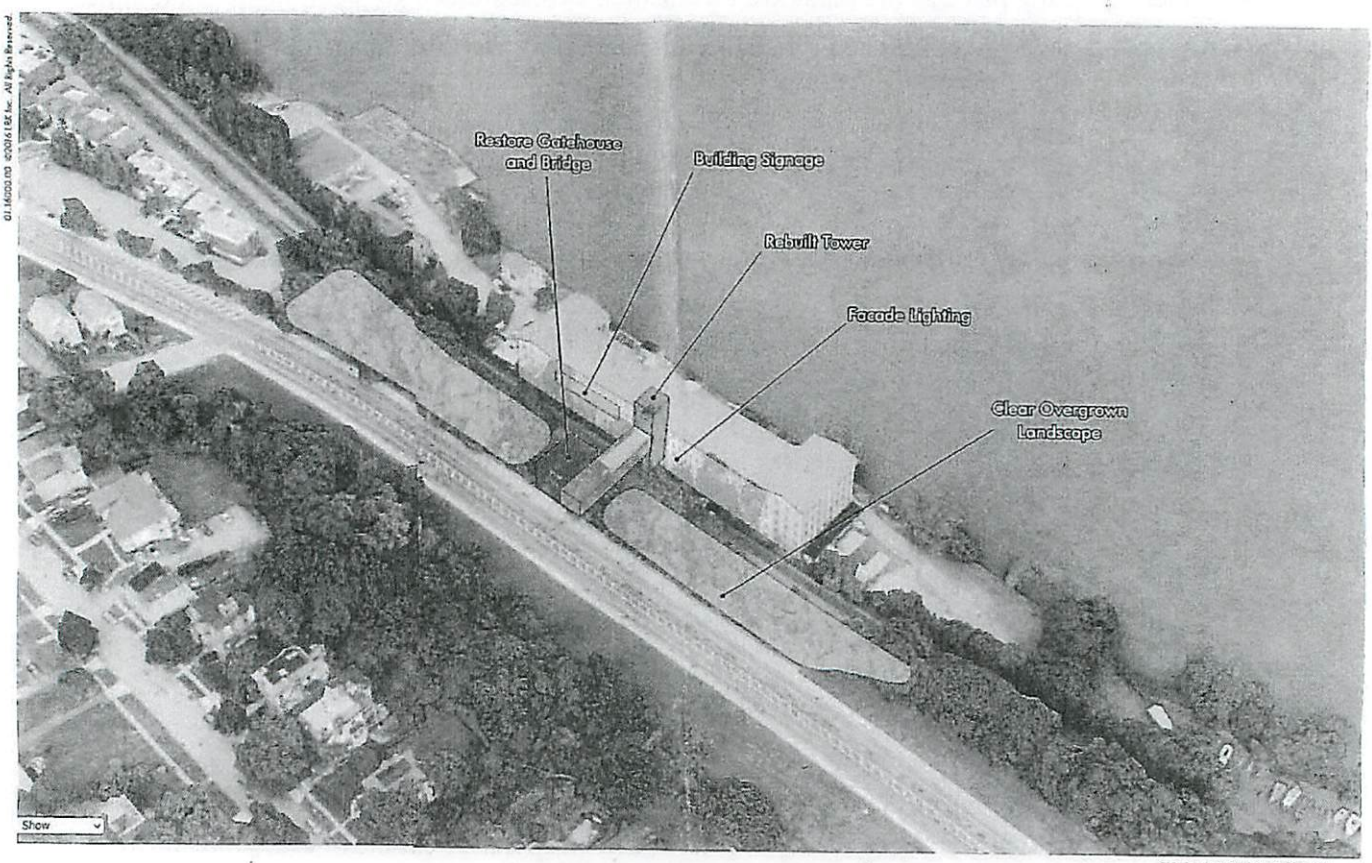
The construction budget for the entire project is $40,650,000. The combined construction will generate:

- $64,877,400 in one time spending to create 1094 one time jobs.

New residents and retail will add to the local economy:\

- $117,325,000 in annual spending leading to 278 permanent jobs.

Additionally, public art through a collaboration with the Storm King Arts Center is also proposed on both sides of Water Street, and the River walk – River Road will give public access extending north throughout the whole of the Regal Bag property from the planned South Street Park to Ferry Crossing.



RESOLUTION NO.: 44 - 2017

OF

FEBRUARY 27, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH ARCADIS OF NEW YORK, INC. IN CONNECTION WITH THE SOUTH WATER STREET SEWER SEPARATION PROJECT IN AN AMOUNT NOT TO EXCEED $144,500.00

WHEREAS, the City of Newburgh has identified certain sewer connections which discharge directly to the City's combined sewer overflows rather that to the City's waste water treatment plant; and

WHEREAS, the City is obligated to further investigate such illicit sewer discharges and implement permanent solutions to remediate such discharges; and

WHEREAS, the City of Newburgh through a competitive process in which proposals for professional services were solicited, reviewed and evaluated to provide Engineering Services for the remediation of illicit sewer discharges in the area of South Water Street and Washington Street; and

WHEREAS, by Resolution No.:171-2014 of July 14, 2014, the City Council authorized the City Manager to accept a proposal and execute a contract with Arcadis of New York, Inc. for professional engineering services in connection with the South Water Street Sewer Separation Project in an amount not to exceed $82,250.00 for the purpose of managing the Project, collecting data and developing alternative solutions; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for Amendment No. 1 to its contract for additional professional engineering services to complete the construction phase of the South Water Street Sewer Separation Project as required the Schedule of Compliance of the LTCP; and

WHEREAS, the scope of services will include preparation of bid documents, permitting and regulatory approval, bidding assistance, construction administration and inspection and oversight; and

WHEREAS, the cost of said services to be performed is an amount not to exceed $144,5000.00 and funding for such project shall be derived from HG1.8130.0208.8118.2016—LTCP-South Water St Separation and Pump Station Proj—2016 BAN; and

WHEREAS, this Council determines that accepting the proposal and executing Amendment No. 1 to the contract with Arcadis of New York, Inc. in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the letter proposal and execute Amendment No. 1 to the Agreement with Arcadis of New York, Inc. for professional services to complete the construction phase of the South Water Street Sewer Separation Project as part of the Long Term Control Plan, with other provisions as Corporation Counsel may require, in an amount not to exceed $144,500.00.

Mr. Jason Morris, P.E.
City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

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

Subject:
Amendment to Agreement for Engineering Services
South Water Street Sewer Separation Project

Water

Date:
February 3, 2017

Contact:
Robert Ostapczuk

Phone:
518 250 7300

Email:
robert.ostapczuk
@arcadis.com

Our ref:
04881005.0000

Dear Mr. Morris:

Pursuant to your request, Arcadis of New York, Inc. (Arcadis) has prepared an amendment to our Agreement for professional engineering services, dated July 10, 2014, with the City of Newburgh (City).

This amendment incorporates additional engineering services detailed in the attached amendment. This includes but is not limited to the modifications of Bid Documents, Construction Administration, and Inspection/Oversight. In addition to these additional services, Arcadis added the Minority and Women Business Enterprise (MWBE) requirements into the Agreement as required by the New York State Environmental Facilities Corporation (NYS EFC).

Arcadis proposes to complete the additional services on a not to exceed time and material basis for a total budget of $144,500. Please see the attached Project Budget for a breakdown of effort by task. It should be noted that Arcadis has estimated that $65,956, or 46% of the project budget, will be completed by MWBE subcontractors and includes structural design, construction inspection, and plan room services, to meet NYS EFC funding requirements.

Please find enclosed two copies of a partially executed amendment to the agreement. Please have an authorized representative execute both copies on behalf of the City and return one fully executed copy to Arcadis.

Sincerely,

Arcadis of New York, Inc.

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

Copies:
D. Loewenstein, Arcadis
J. Dechen, Arcadis

Enclosures:

Project Budget

Partially Executed Amendment (2)

PROJECT BUDGET

City of Newburgh
Newburgh, New York
South Water St. Improvements Project

DESCRIPTION	12	11	8	7	6	5	CADD	Hours Per Task	Labor Cost per Task
Task A.7 - Revise Contract Documents	0	8	40	0	0	32	0	80	$10,106
Task A.8 - Construction Adminstration	2	24	80	0	0	100	40	246	$27,440
Task A.9 - Progress Meetings	2	16	70	0	0	24	0	112	$15,888
Task A.10 - Construction Inspection	0	0	24	0	0	80	0	104	$10,676
Task A.11 - Contractor's Completion Documents	4	4	16	0	0	40	80	144	$11,034
TOTAL LABOR HOURS	**8**	**52**	**230**	**0**	**0**	**276**	**120**	**686**	
TOTAL DIRECT LABOR COSTS	**$2,976.00**	**$11,284.00**	**$31,015.50**	**$0.00**	**$0.00**	**$25,668.00**	**$4,200.00**	**$75,143.50**	

Subtotal Direct Labor	$75,143.50
Plan Room	$3,300.00
Construction Inspection	$62,656.00
Misc Expenses:	$3,400.50
TOTAL	**$144,500.00**

AMENDMENT No. 1

An **Agreement** was executed on July 10, 2014 between City of Newburgh [**Client**], having its principal place of business at 83 Broadway, Newburgh, New York 12550, and Arcadis of New York, Inc. [**Arcadis**], having its principal place of business at 630 Plaza Drive, Highlands Ranch, Colorado 80129 and having an office at 855 Route 146 Suite 210, Clifton Park, New York 12065.

Under the Agreement, Arcadis provides certain professional engineering services related to the bidding and construction of the South Water Street Sewer Separation Project **[Assignment**]. The location of the Project is between South Williams Street and Washington Street, along South Water Street within the City of Newburgh **[Site],** New York **[State].**

Client and Arcadis now desire to amend the Agreement to include the amended Services as described below.

In consideration of the mutual promises in the Agreement, Client and Arcadis agree to amend the Agreement as the following:

1. **Scope of Amended Services.**

A.7 **Revise Bid Documents:** ARCADIS will modify the Project Manual and Drawings prepared under the original agreement to be compliant with NYS EFC requirements as required for funding. This revision work will include a submission to NYS EFC and NYS DEC and one round of comments with responses to NYS EFC and NYS DEC.

A.8 **Construction Administration:** ARCADIS will consult with and advise Client and act as Client's representative throughout the construction of the sewer separation on South Water St. All of Client's instructions to Contractor will be issued through ARCADIS who will have authority to act on behalf of Client.

A.8.1 ARCADIS will prepare agreements for the Contract for the Client's execution with the Contractor. ARCADIS will issue Notices to Proceed to the Contractor in accordance with the Contract Documents. Schedule and conduct a pre-construction conference with the Contractor, representatives of the Client, and any regulatory and/or funding agency representatives as required. Prepare and distribute meeting minutes.

A.8.2 ARCADIS will issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare Change Orders for execution by Client, if appropriate. ARCADIS will review and approve (or take other appropriate action) Shop Drawings, samples, and other data which the Contractor is required to submit. Such reviews shall be for conformance with the design concept of the Project as a functioning whole and compliance with the information given in the Contract Documents. Any approvals or other actions associated with the reviews shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ARCADIS limits reviews of shop drawings to two reviews for all shop drawings in total. ARCADIS will evaluate and determine the acceptability of substitute or 'equivalent' materials and equipment proposed by Contractor.

A.8.3 Based on on-site observations and on review of applications for payment and the accompanying data and schedules, ARCADIS will:

- Recommend in writing payments to Contractor. Such recommendations of payment will constitute a representation to Client that the Work has progressed to the point indicated and that, to the best of ARCADIS' knowledge, information and belief, the quality of the Work is generally in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendations.

AMENDMENT No. 1

- In the case of unit price Work, include final determinations of quantities and classifications of the Work in the recommendations of payment, subject to any subsequent adjustments allowed by the Contract Documents.

A.8.4 ARCADIS shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except ARCADIS' own employees and agents) at the site or otherwise furnishing or performing any of the Work. However, nothing contained herein shall be construed to release ARCADIS from liability for failure to properly perform the duties and responsibilities assumed by ARCADIS in the Contract Documents.

A.8.5 ARCADIS will prepare information for quarterly MWBE compliance reports for NYS EFC for the City of Newburgh's MWBE compliance officer to submit to the NYS EFC.

A.9 **Progress Meetings:** ARCADIS will schedule and attend biweekly progress meetings at the site to facilitate coordination between Contractors, update construction schedules, discuss progress of the work, requests for information, and any proposed field or change orders. ARCADIS will make a total of eight site visits and progress meetings to be completed on the same day.

A.9.1 Conduct an inspection to determine if the work is substantially complete, for each milestone, and a final inspection to determine if the completed Work is acceptable so that ARCADIS may recommend, in writing, final payment to Contractor. Prepare and distribute a punch list prior to the final inspection.

A.10 **Construction Inspection:** ARCADIS will perform full time inspection services on behalf of the Client. The construction inspector will be our agent or employee and under our supervision. The purpose of representation by the Construction Inspector at the site will be to provide for Client a greater degree of confidence that the completed Work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor.

B.10.1 ARCADIS shall not, during such visits or as a result of observations or inspections of the Work in progress, supervise, direct or have control over the Work nor shall ARCADIS have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing the Work. ARCADIS can neither guarantee the performance of the Work by the Contractor nor assume responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. Fulltime inspection services will be provided for a period of 16 weeks. Construction will occur in the 2017 calendar year.

B.10.2 During its visits, ARCADIS may disapprove of or reject the Work while it is in progress if ARCADIS believes that the Work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

A.11 **Contractor's Completion Documents:** ARCADIS will receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests, approvals, and record documents, which are to be assembled by Contractor in accordance with the Contract Documents. Such review is limited to determining that their content complies with the requirements of the Contract Documents. Transmit the documents to Client with written comments and certification of the work in the general accordance of the Contract Documents.

AMENDMENT No. 1

These services are subject to the terms for funding requirements as set forth by the New York State Environmental Facilities Corporation (NYS EFC) as stated herein.

SECTION 1 – REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN- OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

The Equal Employment Opportunities requirements of this section apply to Contracts and Subcontracts greater than $10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") and Disadvantaged Business Enterprises ("DBE") requirements of this section apply to Contractors and Subcontractors working pursuant to: (1) Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, greater than $25,000; (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above $25,000; and, (3) change orders greater than $25,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:
   1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services (including, but not limited to, legal, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of $100,000 for the acquisition, construction, demolition, replacement, major repair or renovation or real property and improvements thereon.
   2. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.
   3. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.

B. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.

E. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Federal DBE Regulations, or Title VI, such law and regulations shall supersede these requirements.

F. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

AMENDMENT No. 1

II. Equal Employment Opportunities (EEO)

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. Contractor represents that it has submitted an EEO policy statement to Recipient prior to the execution of this Contract.

C. Contractor represents that it's EEO policy statement includes the following language:

1. The contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to SRF projects.
2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
3. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

D. The Contractor will include the provisions of Subdivisions II(A), II(C), and II(E) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

E. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

F. Required EEO Forms

1. EEO Staffing Plan - To ensure compliance with this section, the Contractor represents that it has submitted prior to execution of this Contract an EEO Staffing Plan to the Recipient's MBO to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.
2. EEO Workforce Employment Utilization Report ("Workforce Report")

a. The Contractor shall submit a Workforce Report, and shall require each of its Subcontractors to submit a Workforce Report to the Recipient, in such format as shall be required by EFC on a quarterly basis during the term of the Contract.
b. Separate forms shall be completed by Contractor and any Subcontractor.
c. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

III. Business Participation Opportunities for MWBEs

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation ("MWBE Combined Goals") based on the current availability of qualified MBEs and WBEs.

Program MWBE Combined Goal*

Program	**Goal**
CWSRF, DWSRF, & GIGP	20%
NYS Water Grants (also receiving EFC Loan)	
CWSRF	23%
DWSRF	26%
NY Water Grants (grant only)	30%
Engineering Planning Grant	
CFA Round 2012-2014	20%
CFA Round 2015-2016	30%

*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com.
3. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach,

the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.

4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Required Federal DBE Forms

1. *EPA Form 6100-3 - DBE Subcontractor Performance Form*
   Contractor represents that it has submitted the Form 6100-3 to all of its Subcontractors, all of its Subcontractors have completed the form, and that Contractor submitted such completed forms to Recipient with its bid submission.
2. *EPA Form 6100-4 - DBE Subcontractor Utilization Form*
   Contractor represents that it has completed the Form 6100-4 and submitted such completed form to Recipient with its bid submission.
3. *EPA Form 6100-2 - DBE Subcontractor Participation Form*
   Contractor represents that it has distributed a Form 6100-2 to its MWBE Subcontractors for completion prior to execution of this Contract.

F. Liquidated Damages - MWBE Participation –

AMENDMENT No. 1

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non- compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 2 – REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 3 – RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than $100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of $100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 10, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

2. **Schedule of Amended Services.**

Bid Documents for the project will be completed by March 31, 2017.
Bidding to be conducted between July – August 2017.
Construction to commence September 2017 with a notice to proceed issued to the selected.

AMENDMENT No. 1

This estimated schedule is assuming the Client secures the funding in time for bidding and there are no delays in the approval process by NYS DEC, NYS DOT, NYS EFC, and CSX Railroad.

3. **Compensation for Amended Services**.

The estimated additional costs of the Amended Services is $144,500.

Other Provisions. Except as amended herein, all other provisions, terms and conditions in the Agreement shall remain in full force and effect.

Execution Authority. This Amendment to the Agreement is a valid and authorized undertaking of Client and Arcadis. The representatives of Client and Arcadis who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement as of this date:

_____, 20___.

City of Newburgh	Arcadis of New York, Inc.
By _____	By _____
Title _____	Title Vice President

RESOLUTION NO.: 45 - 2017

OF

FEBRUARY 27, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH ARCADIS OF NEW YORK INC. FOR THE REGULATOR NO. 2 IMPROVEMENTS PROJECT AS PART OF THE COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN IN AN AMOUNT NOT TO EXCEED $157,500.00

WHEREAS, by Resolution No. 219-2011 of October 24, 2011, the City Council of the City of Newburgh, New York authorized the City Manager to execute an Order on Consent with the New York State Department of Environmental Conservation ("NYS DEC") to resolve violations at the Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan ("LTCP"); and

WHEREAS, the City has submitted its Phase I LTCP, the requirements for which will be deemed satisfied upon the approval of the NYS DEC and by Resolution No. 303-2015 of November 23, 2015, the City Council of the City of Newburgh authorized the City Manager to execute a Modification Order on Consent approving a Schedule of Compliance for Phase I through V of the LTCP; and

WHEREAS, the Regulator No. 2 Improvements Project is included in the Modification Order Schedule of Compliance for Phase I of the LTCP with a planning phase completion date of September 2, 2016; and

WHEREAS, by Resolution No. 115–2016 of May 9, 2016, the City Council authorized the City Manager to execute an agreement with Arcadis of New York, Inc. for professional services to complete the planning phase of the Regulator No. 2 Improvements Project as part of the Phase I Long Term Control Plan for the City's Combined Sewer Collection System, with other provisions as Corporation Counsel may require, in an amount not to exceed $72,000.00; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for Amendment No. 1 to its contract for additional professional engineering services to complete the construction phase of the Regulator No. 2 Improvements Project as required by the Schedule of Compliance of the LTCP; and

WHEREAS, the scope of services will include preparation of bid documents, permitting and regulatory approval, bidding assistance, construction administration and inspection and oversight; and

WHEREAS, the cost of said services to be performed is an amount not to exceed $157,5000.00 and funding for such project shall be derived from HG1.8130.0205.8117.2016--

2016 BAN - LTCP-Regulator #2 Upgrades and HG.8130.0205.8117.2017-EFC CSO LTCP - Regulator #2 Upgrades; and

WHEREAS, this Council determines that accepting the proposal and executing Amendment No. 1 to the contract with Arcadis of New York, Inc. in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the letter proposal and execute Amendment No. 1 to the Agreement with Arcadis of New York, Inc. for professional services to complete the construction phase of the Regulator No. 2 Improvements Project as part of the Long Term Control Plan for the City's Combined Sewer Collection System, with other provisions as Corporation Counsel may require, in an amount not to exceed $157,500.00.

ARCADIS Design & Consultancy for natural and built assets

Mr. Jason Morris, P.E.
City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

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

Subject:
Amendment to Agreement for Engineering Services
CSO LTCP Phase I
Regulator No. 2 Improvements

Water

Date:
February 3, 2017

Contact:
Robert Ostapczuk

Phone:
(518) 250-7300

Email:
robert.ostapczuk
@arcadis.com

Our ref:
04881009.0000

Dear Mr. Morris:

Pursuant to your request, Arcadis of New York, Inc. (Arcadis) has prepared an amendment to our Agreement for professional engineering services, dated June 1, 2016, with the City of Newburgh (City).

This amendment incorporates additional engineering services detailed in Schedule B and D of the Agreement. This includes but is not limited to the preparation of Bid Documents, Permitting and Regulatory Approval, Bidding Assistance, and Construction Administration and Inspection/Oversight. In addition to these additional services, Arcadis added the Minority and Women Business Enterprise (MWBE) requirements into the Agreement as required by the New York State Environmental Facilities Corporation (NYS EFC).

The original Agreement amount was $72,000, based on time and materials. To date, services provided for the development of the Basis of Design Report are estimated to be $45,000, assuming one round of comments and response from the New York State Department of Environmental Conservation (NYS DEC). Arcadis has estimated the budget for the additional services to be $157,500 (please refer to the attached Project Budget for a breakdown of effort by task). Arcadis requests an authorization of an additional $130,500 to complete the services contained herein. It should be noted that Arcadis has estimated that $35,600, or 27% of the amended budget, will be provided by MWBE subcontractors and includes structural design, construction inspection, as well as plan room services in order to meet NYS EFC funding requirements. Please note all services will be in accordance with the current rate structure, however, we request an hourly rate for CAD services of $35.00 per hour.

Please find enclosed two copies of a partially executed amendment to the agreement. Please have an authorized representative execute both copies on behalf of the City and return one fully executed copy to Arcadis.

Sincerely,

Arcadis of New York, Inc.

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

Copies:
D. Loewenstein, Arcadis
A. Brooks, Arcadis

Enclosures:

Project Budget

Partially Executed Amendment (2)

PROJECT BUDGET

City of Newburgh
Newburgh, New York
Regulator No. 2 Improvements Project

DESCRIPTION	12	11	9	8	7	5	CADD	Hours Per Task	Labor Cost per Task
Phase II									
Task 1 - Prepare Bid Documents	4	24	0	24	60	120	120	352	$30,600
Task 2 - Regulatory Approval and Permitting	0	4	0	0	24	40	24	92	$7,772
Task 3 - Bidding Assistance	0	8	0	0	24	40	32	104	$8,907
Task 4 - Construction Adminstration	4	24	0	0	120	80	40	268	$27,862
Task 5 - Progress Meetings and Periodic Site Visits	4	24	0	0	120	80	0	228	$26,462
Task 6 - Construction Inspection	0	0	80	0	0	0	0	80	$12,896
Task 11 - Contractor's Completion Documents	0	2	0	0	8	24	40	74	$4,779
TOTAL LABOR HOURS	**12**	**86**	**80**	**24**	**356**	**384**	**256**	**1198**	
TOTAL DIRECT LABOR COSTS	**$4,092.00**	**$18,395.40**	**$12,896.00**	**$2,976.00**	**$38,626.00**	**$33,331.20**	**$8,960.00**	**$119,276.60**	

Subtotal Labor	$119,276.60
Structural Engineering	$17,600.00
Plan Room	$3,000.00
Construction Inspection	$15,000.00
Misc Expenses:	$2,623.40
TOTAL	**$157,500.00**
MWBE	27%

AMENDMENT No. 1

An **Agreement** was executed on June 1, 2016 between City of Newburgh [**Client**], having its principal place of business at 83 Broadway, Newburgh, New York 12550, and Arcadis of New York, Inc. [**Arcadis**], having its principal place of business at 630 Plaza Drive, Highlands Ranch, Colorado 80129 and having an office at 855 Route 146 Suite 210, Clifton Park, New York 12065.

Under the Agreement, Arcadis provides certain professional engineering services related to improvements to Regulator No. 2 **[Assignment**] along the Quassaick Creek in the City of Newburgh[**Site**], New York[**State**].

Client and Arcadis now desire to amend the Agreement to include the amended Services as described below.

In consideration of the mutual promises in the Agreement, Client and Arcadis agree to amend the Agreement as the following:

1. **Scope of Amended Services.**

   Arcadis will provide additional engineering services as detailed in Schedules B and D of the Agreement. These services are subject to the terms for funding requirements as set forth by the New York State Environmental Facilities Corporation (NYS EFC) as stated herein.

SECTION 1 – REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN- OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

The Equal Employment Opportunities requirements of this section apply to Contracts and Subcontracts greater than $10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") and Disadvantaged Business Enterprises ("DBE") requirements of this section apply to Contractors and Subcontractors working pursuant to: (1) Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, greater than $25,000; (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above $25,000; and, (3) change orders greater than $25,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:
   1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services (including, but not limited to, legal, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of $100,000 for the acquisition, construction, demolition, replacement, major repair or renovation or real property and improvements thereon.
   2. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.
   3. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.

B. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR

AMENDMENT No. 1

Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.

E. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Federal DBE Regulations, or Title VI, such law and regulations shall supersede these requirements.

F. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

II. Equal Employment Opportunities (EEO)

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. Contractor represents that it has submitted an EEO policy statement to Recipient prior to the execution of this Contract.

C. Contractor represents that it's EEO policy statement includes the following language:

1. The contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to SRF projects.
2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
3. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

AMENDMENT No. 1

D. The Contractor will include the provisions of Subdivisions II(A), II(C), and II(E) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

E. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

F. Required EEO Forms

1. EEO Staffing Plan - To ensure compliance with this section, the Contractor represents that it has submitted prior to execution of this Contract an EEO Staffing Plan to the Recipient's MBO to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.
2. EEO Workforce Employment Utilization Report ("Workforce Report")
   a. The Contractor shall submit a Workforce Report, and shall require each of its Subcontractors to submit a Workforce Report to the Recipient, in such format as shall be required by EFC on a quarterly basis during the term of the Contract.
   b. Separate forms shall be completed by Contractor and any Subcontractor.
   c. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

III. Business Participation Opportunities for MWBEs

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation ("MWBE Combined Goals") based on the current availability of qualified MBEs and WBEs.

Program MWBE Combined Goal*

Program	**Goal**
CWSRF, DWSRF, & GIGP	20%
NYS Water Grants (also receiving EFC Loan)	
CWSRF	23%
DWSRF	26%
NY Water Grants (grant only)	30%
Engineering Planning Grant	
CFA Round 2012-2014	20%
CFA Round 2015-2016	30%

*May be any combination of MBE and/or WBE participation

AMENDMENT No. 1

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com.
3. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid

within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Required Federal DBE Forms

1. *EPA Form 6100-3 - DBE Subcontractor Performance Form*
   Contractor represents that it has submitted the Form 6100-3 to all of its Subcontractors, all of its Subcontractors have completed the form, and that Contractor submitted such completed forms to Recipient with its bid submission.
2. *EPA Form 6100-4 - DBE Subcontractor Utilization Form*
   Contractor represents that it has completed the Form 6100-4 and submitted such completed form to Recipient with its bid submission.
3. *EPA Form 6100-2 - DBE Subcontractor Participation Form*
   Contractor represents that it has distributed a Form 6100-2 to its MWBE Subcontractors for completion prior to execution of this Contract.

F. Liquidated Damages - MWBE Participation –

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non- compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 2 – REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor

any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 3 – RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than $100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of $100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 10, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

2. **Schedule of Amended Services.**

Project manual and drawings will be submitted to the NYS Dec prior to May 30, 2017

3. **Compensation for Amended Services**.

The estimated additional costs of the Amended Services is $130,500. CAD services will be compensated on an hourly rate of $35.00 per hour.

Other Provisions. Except as amended herein, all other provisions, terms and conditions in the Agreement shall remain in full force and effect.

Execution Authority. This Amendment to the Agreement is a valid and authorized undertaking of Client and Arcadis. The representatives of Client and Arcadis who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement as of this date:

_____, 20___.

City of Newburgh

By _____

Title _____

Arcadis of New York, Inc.

By _____

Title Vice President

RESOLUTION NO.: 46 - 2017

OF

FEBRUARY 27, 2017

A RESOLUTION DECLARING A BULLET PROOF VEST TO BE SURPLUS EQUIPMENT AND AUTHORIZING SALE TO THE TOWN OF BLOOMING GROVE POLICE DEPARTMENT FOR THE AMOUNT OF $877.00

WHEREAS, the City of Newburgh Police Department possesses a bullet proof vest custom fit to an individual police officer which is no longer of use to the City because the police officer transferred to another police department; and

WHEREAS, the Town of Blooming Grove Police Department has expressed an interest in purchasing the bullet proof vest for the police officer's continued use and will compensate the City for the cost of the vest in the amount of $877.00; and

WHEREAS, this Council has determined that declaring the bullet proof vest to be surplus and selling same to the Town of Blooming Grove Police Department is in the best interest of each entity;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the bullet proof vest be declared surplus by the City of Newburgh and sold to the Town of Blooming Grove Police Department for the amount of $877.00.

Surplus Tracker

Department	Item	Item Description	Quantity	Estimated Individual Value	Estimated Value	What would the department like to do with the surplus??	Council Resolution	Possible Revenue? (If so, how much)
Police	Bullet Proof Vest	Vest fit customized to each individual	1	$ 877.00	$ 877.00	Sell to Police Department where officer transferred to		$ 877.00

32190

19801

APPROVED BY CHIEF DAN CAMERON ON BEHALF OF POLICE DEPARTMENT

Rosen's UNIFORMS

INVOICE

Invoice Date	Invoice#	Page
9/13/16	261377	1

BILL
NEWBURGH POLICE DEPT.(CITY OF)
ACCOUNTS PAYABLE DEPT
83 BROADWAY 4TH FL
NEWBURGH, NY 12550

SHIP
NEWBURGH POLICE DEPT.(CITY OF)
55 BROADWAY
NEWBURGH, NY 12550

(845) 561-3131 02

Employee: RECRUITS

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
1785	SJ			Net 30	10/13/16

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
1			PB B2 W/ 2 VISION COVERS							
	3502900307	PBB2W/2VISION	<NAVY 48 REG >	1	BUTTNER 1	0	48R 772.00		772.00	772.00
2			PB B2 W/ 2 VISION COVERS							
	3502900042	PBB2W/2VISION	<NAVY 48 S1 >	1	HERNANDEZ 1	0	48S1/48S1 772.00		772.00	772.00
3			PB B2 W/ 2 VISION COVERS							
	3502900308	PBB2W/2VISION	<NAVY 50 REG >	1	STARK 1	0	50R 772.00		772.00	772.00
4			PB B2 W/ 2 VISION COVERS							
	3502900001	PBB2W/2VISION	IN NAVY <- - - >	1	ELLIS 1	0	LGR1/LGR1 772.00		772.00	772.00
5			PB B2 W/ 2 VISION COVERS							
	3502900001	PBB2W/2VISION	IN NAVY <- - - >	1	LOSCERBO 1	0	MED1R/MED1R 772.00		772.00	772.00
6			PB B2 W/ 2 VISION COVERS							
	3502900307	PBB2W/2VISION	<NAVY 48 REG >	1	SCWITT 1	0	48R 772.00		772.00	772.00

REPORT ANY DISCREPANCIES WITHIN 10 DAYS OF RECEIPT
THIS QUOTE IS GOOD FOR 60 DAYS

RECEIVED
SEP 26 2016
CITY COMPTROLLER

230 Central Avenue
Albany, New York 12206
Ph: 518.434.1376
Fax: 518.434.6274
www.rosensuniforms.com

NYS CERTIFIED WOMEN BUSINESS ENTERPRISE ID#11185

10793

21179

Rosen's UNIFORMS

INVOICE

Invoice Date	Invoice#	Page
11/15/16	264815	1

BILL
NEWBURGH POLICE DEPT.(CITY OF)
ACCOUNTS PAYABLE DEPT
83 BROADWAY 4TH FL
NEWBURGH, NY 12550

SHIP
NEWBURGH POLICE DEPT.(CITY OF)
55 BROADWAY
NEWBURGH, NY 12550

(845) 561-3131 02

Employee: STARK

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
1785	SJ			Net 30	12/15/16

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
1	3502650000	PB ENDEAVOR	SO ENDEAVOR CARRIER in navy police in white f&b	1	1 STARK	0	176.00 50r/50r		176.00	176.00

RECEIVED
NOV 22 2016
CITY COMPTROLLER

APPROVED BY CHIEF DAN CAMERON ON BEHALF OF POLICE DEPARTMENT

REPORT ANY DISCREPANCIES WITHIN 10 DAYS OF RECEIPT
THIS QUOTE IS GOOD FOR 60 DAYS

SUBTOTAL	176.00
SALES TAX	0.00
TOTAL INVOICE	176.00

230 Central Avenue
Albany, New York 12206
Ph: 518.434.1376
Fax: 518.434.6274

NYS CERTIFIED WOMEN BUSINESS ENTERPRISE ID#11185

10793

Rosen's UNIFORMS

21179

CREDIT

Credit Date	Credit#	Page
2/13/17	264815-80	1

BILL
NEWBURGH POLICE DEPT. (CITY OF)
ACCOUNTS PAYABLE DEPT
83 BROADWAY 4TH FL
NEWBURGH, NY 12550

SHIP
NEWBURGH POLICE DEPT. (CITY OF)
55 BROADWAY
NEWBURGH, NY 12550

(845) 561-3131 02

Employee: STARK

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1785	SJ			Net 30	

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
1	9999990000	999999	MISC CREDIT FOR CARRIER	1-	1-	0	71.00		71.00	71.00-

APPROVED BY CHIEF DAN CAMERON ON BEHALF OF POLICE DEPARTMENT

SUBTOTAL	71.00-
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TOTAL INVOICE	71.00-

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RESOLUTION NO.: 47 - 2017

OF

FEBRUARY 13, 2017

A RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL PROPERTY KNOWN AS 20 SOUTH MILLER STREET (SECTION 30, BLOCK 2, LOT 37) TO HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC. AT PRIVATE SALE

WHEREAS, by Resolution No.: 209-2016 of August 8, 2016, the City Council of the City of Newburgh, New York authorized the execution of a License Agreement with Habitat for Humanity of Greater Newburgh, Inc. to allow them access to 20 South Miller Street more accurately described as Section 30, Block 2, Lot 37 on the official tax map of the City of Newburgh, for the purposes of continuing for performing certain predevelopment activities to determine whether to purchase such properties; and

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. (hereinafter referred to as "Habitat") is a well recognized nonprofit organization whose goal is to strengthen communities by helping to build houses with families in need; and

WHEREAS, the mission of Habitat is to eliminate poverty housing and make simple, decent houses available through volunteer labor and tax-deductible donations of money and materials; and

WHEREAS, Habitat has submitted a proposal specifically requesting that 20 South Miller Street (Section 30, Block 2, Lot 37) in the City of Newburgh undergo revitalization and rehabilitation; and

WHEREAS, Habitat seeks no federal, state or City funding for the restoration of such premises and, therefore, requests that the City sell such property for a nominal consideration; and

WHEREAS, the City Council has determined that it would be in the best interest of the City of Newburgh, its residents and future development to sell said property subject to the following conditions:

1. That Habitat homes are sold as single family homes, at no profit, constructed in part with sweat equity from the prospective homeowners and financed with affordable no interest mortgages.

2. That Habitat will rehabilitate, and obtain a Certificate of Occupancy for 20 South Miller Street from the City Building Department within eighteen (18) months from the date of taking title.

3. A closing will take place on or before May 15, 2017 and upon the re-sale to the owner-occupants, the properties shall become subject to taxation

4. The property is sold subject to unpaid school taxes for the tax year of 2016-2017 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 years 2016-2017. Upon the closing, the properties shall become subject to taxation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized and directed to execute and deliver a quitclaim deed to sell the property described above, to Habitat for Humanity of Greater Newburgh, Inc., for the nominal price of One ($1.00) Dollar, and in consideration of the above listed conditions of sale.

RESOLUTION NO.: 48 - 2017

OF

FEBRUARY 27, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 44 JOHNES STREET, UNIT 206-J (SECTION 58, BLOCK 1, LOT 1.-16) AT PRIVATE SALE TO SHIGEKAZU MORIYA FOR THE AMOUNT OF $25,500.00

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 44 Johnes Street, Unit 206-J being more accurately described as Section 58, Block 1, Lot 1.-16 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 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 May 31, 2017, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
44 Johnes Street, Unit 206-J	58 – 1 – 1.-16	Shigekazu Moriya	$25,500.00

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

Terms and Conditions of Sale
44 Johnes Street, Unit 206-J, City of Newburgh
(58-1-1.-16)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
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 2016-2017, 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 2016-2017, 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 property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

7. Notice is hereby given that the properties are vacant and unoccupied. These parcels are being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the properties and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
9. 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.
10. 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 successful purchaser following the closing of sale.
11. 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.
12. 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 on or before May 31, 2017. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, water and sanitation charges, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. 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. 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 their consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. 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 has closed and the deed has been recorded. 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, buyer's premium, and

closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording 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 and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
18. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
19. 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 auction date. If such conveyance occurs, the 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.

RESOLUTION NO.: 49 -2017

OF

FEBRUARY 27, 2017

A RESOLUTION ADOPTING THE NEW YORK STATE UNIFIED SOLAR PERMIT AND TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY GRANT IN THE AMOUNT OF $2,500.00

WHEREAS, New York State has developed a unified solar photovoltaic permitting process designed to streamline municipal permitting with will reduce costs for solar projects and support the growth of clean energy jobs across the state; and

WHEREAS, the City of Newburgh is desirous of participating in the unified permitting process, thereby increasing the City's eligibility for various incentives and grants through the New York State Energy Research and Development Authority;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the City of Newburgh adopts the New York State Unified Solar Permit as attached hereto as Exhibit I; and

BE IT FURTHER RESOLVED, that the City Council authorizes the staff to apply for and accept if awarded the grant through the Streamlined Permitting Program to allow for the City of Newburgh to receive a grant award up to $2,500 from the New York State Energy Research and Development Authority for the adoption of the United Solar Permit Application; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately and a copy of this resolutions, with Exhibit 1, shall be provided to the Code Compliance Bureau/Building Department.

PERMIT APPLICATION

NY State Unified Solar Permit

Unified solar permitting is available statewide for eligible solar photovoltaic (PV) installations. Municipal authorities that adopt the unified permit streamline their process while providing consistent and thorough review of solar PV permitting applications and installations. Upon approval of this application and supporting documentation, the authority having jurisdiction (AHJ) will issue a building and/or electrical permit for the solar PV installation described herein.

PROJECT ELIGIBILITY FOR UNIFIED PERMITTING PROCESS

By submitting this application, the applicant attests that the proposed project meets the established eligibility criteria for the unified permitting process (subject to verification by the AHJ). The proposed solar PV system installation:

☐ Yes ☐ No 1. Has a rated DC capacity of 25 kW or less.

☐ Yes ☐ No 2. Is not subject to review by an Architectural or Historical Review Board. (If review has already been issued answer YES and attach a copy)

☐ Yes ☐ No 3. Does not need a zoning variance or special use permit. (If variance or permit has already been issued answer YES and attach a copy)

☐ Yes ☐ No 4. Is mounted on a permitted roof structure, on a legal accessory structure, or ground mounted on the applicant's property. If on a legal accessory structure, a diagram showing existing electrical connection to structure is attached.

☐ Yes ☐ No 5. The Solar Installation Contractor complies with all licensing and other requirements of the jurisdiction and the State.

☐ Yes ☐ No 6. If the structure is a sloped roof, solar panels are mounted parallel to the roof surface.

For solar PV systems not meeting these eligibility criteria, the applicant is not eligible for the Unified Solar Permit and must submit conventional permit applications. Permit applications may be downloaded here: [BUILDING DEPARTMENT WEBSITE] or obtained in person at [BUILDING DEPARTMENT ADDRESS] during business hours [INDICATE BUSINESS HOURS].

SUBMITTAL INSTRUCTIONS

For projects meeting the eligibility criteria, this application and the following attachments will constitute the Unified Solar Permitting package.

- This application form, with all fields completed and bearing relevant signatures.
- Permitting fee of $[ENTER FEE HERE], payable by [ENTER VALID PAYMENT METHODS, If checks are allowed INCLUDING WHO CHECKS SHOULD BE MADE PAYABLE TO]
- Required Construction Documents for the solar PV system type being installed, including required attachments.

Completed permit applications can be submitted electronically to [EMAIL ADDRESS] or in person at [BUILDING DEPARTMENT ADDRESS] during business hours [INDICATE BUSINESS HOURS].

APPLICATION REVIEW TIMELINE

Permit determinations will be issued within [TIMELINE] calendar days upon receipt of complete and accurate applications. The municipality will provide feedback within [TIMELINE] calendar days of receiving incomplete or inaccurate applications.

FOR FURTHER INFORMATION

Questions about this permitting process may be directed to [MUNICIPAL CONTACT INFORMATION].

PROPERTY OWNER

Property Owner's First Name | Last Name | Title

Property Address

City | State | Zip

Section | Block | Lot Number

EXISTING USE

☐ Single Family ☐ 2-4 Family ☐ Commercial ☐ Other

PROVIDE THE TOTAL SYSTEM CAPACITY RATING (SUM OF ALL PANELS)

Solar PV System: _____ kW DC

SELECT SYSTEM CONFIGURATION

Make sure your selection matches the Construction Documents included with this application.

☐ Supply side connection with microinverters
☐ Supply side connection with DC optimizers
☐ Supply side connection with string inverter
☐ Load side connection with DC optimizers
☐ Load side connection with microinverters
☐ Load side connection with string inverter

SOLAR INSTALLATION CONTRACTOR

Contractor Business Name

Contractor Business Address | City | State | Zip

Contractor Contact Name | Phone Number

Contractor License Number(s) | Contractor Email

Electrician Business Name

Electrician Business Address | City | State | Zip

Electrician Contact Name | Phone Number

Electrician License Number(s) | Electrician Email

Please sign below to affirm that all answers are correct and that you have met all the conditions and requirements to submit a unified solar permit.

Property Owner's Signature | Date

Solar Installation Company Representative Signature | Date

SUBMITTAL REQUIREMENTS SOLAR PV 25KW OR LESS (ATTACHMENTS)

NY State Unified Solar Permit

This information bulletin is published to guide applicants through the unified solar PV permitting process for solar photovoltaic (PV) projects 25 kW in size or smaller. This bulletin provides information about submittal requirements for plan review, required fees, and inspections.

Note: Language in [ALL CAPS] below indicates where local jurisdictions need to provide information specific to the jurisdiction. Language in italics indicates explanatory notes from the authors of this document that may be deleted from the distributed version.

PERMITS AND APPROVALS REQUIRED

The following permits are required to install a solar PV system with a nameplate DC power output of 25 kW or less:

a) Unified Solar Permit

b) [LIST TYPE OF PERMIT(S) REQUIRED BY THE LOCAL JURISDICTION, i.e., ELECTRICAL OR BUILDING PERMIT]. Planning review [IS/IS NOT] required for solar PV installations of this size.

Fire Department approval [IS/IS NOT] required for solar PV installations of this size.

SUBMITTAL REQUIREMENTS

In order to submit a complete permit application for a new solar PV system, the applicant must include:

a) Completed Standard Permit Application form which includes confirmed eligibility for the Unified Solar Permitting process. This permit application form can be downloaded at [WEBSITE ADDRESS].

b) Construction Documents, with listed attachments [SAMPLES ARE AVAILABLE IN Understanding Solar PV Permitting and Inspecting in New York State AT WEBSITE ADDRESS]. Construction Documents must be by stamped and signed by a New York State Registered Architect or New York State Licensed Professional Engineer.

[MUNICIPALITY NAME], through adopting the Unified Solar Permitting process, requires contractors to provide construction documents, such as the examples included in the Understanding Solar PV Permitting and Inspecting in New York State document. Should the applicant wish to submit Construction Documents in another format, ensure that the submittal includes the following information:

- Manufacturer/model number/quantity of solar PV modules and inverter(s).
- String configuration for solar PV array, clearly indicating the number of modules in series and strings in parallel (if applicable).
- Combiner boxes: Manufacturer, model number, NEMA rating.
- From array to the point of interconnection with existing (or new) electrical distribution equipment: identification of all raceways (conduit, boxes, fittings, etc.), conductors and cable assemblies, including size and type of raceways, conductors, and cable assemblies.
- Sizing and location of the EGC (equipment grounding conductor).
- Sizing and location of GEC (grounding electrode conductor, if applicable).
- Disconnecting means of both AC and DC including indication of voltage, ampere, and NEMA rating.
- Interconnection type/location (supply side or load side connection)
- For supply side connections only, indication that breaker or disconnect meets or exceeds available utility fault current rating kAIC (amps interrupting capacity in thousands).
- Ratings of service entrance conductors (size insulation type AL or CU), proposed service disconnect, and overcurrent protection device for new supply side connected solar PV system (reference NEC 230.82, 230.70).
- Rapid shutdown device location/method and relevant labeling.

c) (For Roof Mounted Systems) A roof plan showing roof layout, solar PV panels and the following fire safety items: approximate location of roof access point, location of code-compliant access pathways, code exemptions,
solar PV system fire classification, and the locations of all required labels and markings.

d) Provide construction drawings with the following information:

- The type of roof covering and the number of roof coverings installed.
- Type of roof framing, size of members, and spacing.
- Weight of panels, support locations, and method of attachment.
- Framing plan and details for any work necessary to strengthen the existing roof structure.
- Site-specific structural calculations.

e) Where an approved racking system is used, provide documentation showing manufacturer of the racking system, maximum allowable weight the system can support, attachment method to roof or ground, and product evaluation information or structural design for the rack.

PLAN REVIEW

Permit applications can be submitted to [DEPARTMENT NAME] in person at [ADDRESS] and [IF APPLICABLE] electronically through: [WEBSITE/EMAIL/FAX].

FEES

[PROVIDE CLEAR FEE SCHEDULE]

INSPECTIONS

Once all permits to construct the solar PV installation have been issued and the system has been installed, it must be inspected before final approval is granted for the solar PV system. On-site inspections can be scheduled by contacting [DEPARTMENT] by telephone at [PHONE NUMBER] or electronically at [WEBSITE OR EMAIL ADDRESS].
Inspection requests received within business hours are typically scheduled for the next business day. If next business day is not available, inspection should happen within a five-day window. [IF MUNICIPALITY ACCEPTS THIRD PARTY INSPECTIONS, INDICATE THIS AND PROVIDE A LIST OF APPROVED INSPECTORS].

In order to receive final approval, the following inspections are required:

Delete Rough/Final inspection descriptions if not applicable in your jurisdiction

[ROUGH INSPECTION, IF REQUIRED] During a rough inspection, the applicant must demonstrate that the work in progress complies with relevant codes and standards. The purpose of the rough inspection is to allow the inspector to view aspects of the system that may be concealed once the system is complete, such as:

- Wiring concealed by new construction.
- Portions of the system that are contained in trenches or foundations that will be buried upon completion of the system.

It is the responsibility of the applicant to notify [ENTER CONTACT INFORMATION] before the components are buried or concealed and to provide safe access (including necessary climbing and fall arrest equipment) to the inspector.
The inspector will attempt, if possible, to accommodate requests for rough inspections in a timely manner.

[FINAL INSPECTION] The applicant must contact [INSERT CONTACT INFORMATION] when ready for a final inspection. During this inspection, the inspector will review the complete installation to ensure compliance with codes and standards, as well as confirming that the installation matches the records included with the permit application. The applicant must have ready, at the time of inspection, the following materials and make them available to the inspector:

- Copies of as-built drawings and equipment specifications, if different than the materials provided with the application.
- Photographs of key hard to access equipment, including;
  - Example of array attachment point and flashing/sealing methods used.
  - Opened rooftop enclosures, combiners, and junction boxes.
  - Bonding point with premises grounding electrode system.
  - Supply side connection tap method/device.
  - Module and microinverter/DC optimizer nameplates.
  - Microinverter/DC optimizer attachment.

[MUNICIPALITY NAME] has adopted a standardized inspection checklist, which can be found in the Understanding Solar PV Permitting and Inspecting in New York State document, found here: [WEBSITE ADDRESS].

The inspection checklist provides an overview of common points of inspection that the applicant should be prepared to show compliance. If not available, common checks include the following:

- Number of solar PV modules and model number match plans and specification sheets number match plans and specification sheets.
- Array conductors and components are installed in a neat and workman-like manner.
- Solar PV array is properly grounded.
- Electrical boxes and connections are suitable for environment.
- Array is fastened and sealed according to attachment detail.
- Conductor's ratings and sizes match plans.
- Appropriate signs are property constructed, installed and displayed, including the following:
  - Sign identifying PV power source system attributes at DC disconnect.
  - Sign identifying AC point of connection.
  - Rapid shutdown device meets applicable requirements of NEC 690.12.
- Equipment ratings are consistent with application and installed signs on the installation, including the following:
  - Inverter has a rating as high as max voltage on PV power source sign.
  - DC-side overcurrent circuit protection devices (OCPDs) are DC rated at least as high as max voltage on sign.
  - Inverter is rated for the site AC voltage supplied and shown on the AC point of connection sign.
  - OCPD connected to the AC output of the inverter is rated at least 125% of maximum current on sign and is no larger than the maximum OCPD on the inverter listing label.
  - Sum of the main OCPD and the inverter OCPD is rated for not more than 120% of the buss bar rating.

UNIFIED SOLAR PERMITTING RESOURCES

The jurisdiction has adopted the following documents from the New York Unified Solar Permit process:

Delete any documents not adopted by the jurisdiction.

- Standard Application [WEB ADDRESS]
- Understanding Solar PV Permitting and Inspecting in New York State document, which includes sample construction documents, inspection checklist, design review checklist, and labelling guide [WEB ADDRESS]

DEPARTMENTAL CONTACT INFORMATION

For additional information regarding this permit process, please consult our departmental website at [WEBSITE] or contact [DIVISION NAME] at [PHONE NUMBER].

NYSERDA'S CLEAN ENERGY COMMUNITIES PROGRAM

A partnership between NYSERDA, CDRPC, and HVRC.

PRESENTATION OVERVIEW

- Clean Energy Communities Program Overview
- 10 High Impact Actions
- Clean Energy Communities Funding
- Hudson Valley Regional Council Technical Support
- Program Education

CLEAN ENERGY COMMUNTIES Program Overview

- Provides **rewards and recognition** to city, town, village, and county governments as well as Native American tribe, village, or nation that demonstrate clean energy leadership.
- **Dedicated and knowledgeable local coordinators** are available to assist communities as they implement high-impact actions.

- **STEP 1:** Earn the Clean Energy Communities designation by completing **4 out of 10 high impact actions**.
- **STEP 2:** Access **grant funding**, up to $250K with no local cost share, to support additional clean energy projects.

10 HIGH-IMPACT ACTIONS

- Benchmarking
- Clean Energy Upgrades
- LED Street Lights
- Clean Fleets
- Solarize
- Unified Solar Permit
- Energy Code Enforcement Training
- Climate Smart Communities Certification
- Community Choice Aggregation
- Energize NY Finance

BENCHMARKING Benefits

- Buildings in New York State account for over **60% of energy use**.
- Benchmarking lets you compare energy usage across buildings and identify where you can cut energy waste.
- Benchmarking helps you make smarter investment decisions and financially rewards you for improved efficiencies.
- Municipalities that implement Benchmarking can expect to:
  - Identify energy saving opportunities in buildings
  - Address a major source of emissions – buildings
  - Spark investment in energy saving upgrades
- New York City required annual benchmarking of energy and water use for public sector buildings since 2010 and for large private sector buildings since 2011.
  - NYC achieved an 84% compliance rate in 2012.
  - DOE estimates NYC saw a cumulative energy savings of 5.7% and savings of over $267 million.

BENCHMARKING
What is it?

- Benchmarking:
  - Measures a building's energy use.
  - Compares its use to the average for similar buildings and at similar points in time.
  - Allows owners and occupants to understand their buildings' relative energy performance.
  - Helps identify opportunities to cut energy waste.
- The EPA's online tool, ENERGY STAR Portfolio Manager, is used to measure and track energy consumption and greenhouse gas emissions.
- To complete the Benchmarking high impact action,
  - Municipalities adopt a **policy** to report the energy use of municipal buildings on an annual basis.
  - Large cities, towns, or villages, must also adopt **legislation** requiring the annual disclosure of energy use in large private buildings.

BENCHMARKING Eligibility & Requirements

All communities are eligible to pursue this high impact action. Demonstrate completion of this action by submitting the following documentation.

For small and medium size communities (0-39,999) and all county governments:

- Submit copy of adopted legislation.
- Legislation requires applying jurisdiction to make publicly available on the internet on an annual basis, energy use information for each municipal building that is owned or occupied by the applying jurisdiction that is 1,000SF or larger.
- At a minimum, publicly disclosed energy use information shall include each building's EUI, annual GHG emissions, and an energy performance score where available.

For large cities, towns, and villages (40,000+):

- Submit copy of adopted legislation as described for small communities.
- Also include a requirement for the owners of commercial and multifamily buildings 25,000SF or larger to also comply.

CLEAN ENERGY UPGRADES
Benefits

- Replacing outdate equipment with new smart and efficient technologies positions municipalities to **save energy and money**.
- State programs can help municipalities implement projects with no or low up-front costs while generating net savings to improve bottom lines.
- Everything from municipal headquarters to public works facilities, fire stations, police precincts, park facilities, and water treatment plants are good candidates for upgrades.
- The Town of Williamson installed a 7 acre 1.5 MW solar array to meet 100% of the electrical needs for all of its municipal facilities.
  - 25-year PPA allowed for no upfront payment.
  - The project took advantage of "remote net metering".
  - The total project cost of $3.5 million resulted in $27,000 in annual electricity cost savings.
  - Government operations carbon footprint was cut by 100%.

CLEAN ENERGY UPGRADES
What are they?

- Clean Energy Upgrades are energy efficiency and renewable energy projects in local government buildings and facilities.
- Examples of Clean Energy Upgrades:
  - Interior & exterior lighting upgrades
  - Building HVAC controls/building management, systems, motors & VSDs, boiler & chiller plant upgrades
  - Building envelope, like doors & windows, insulation
  - Domestic water heating systems
  - Water and waste water facilities' motors & VFDs, controls, digester gas systems
  - Renewable energy projects, like PV, geothermal heat pumps, wind turbines.
- To complete the Clean Energy Upgrades high impact action, municipalities need to achieve a 10% reduction in GHG emissions from municipal buildings through energy efficiency upgrades and renewable energy.

CLEAN ENERGY UPGRADES Eligibility & Requirements

All communities are eligible to pursue this high impact action.

Demonstrate completion of this action by submitting the following documentation.

- Submit an EPA Portfolio Manager benchmarking report, including energy use information for each municipal building that is owned or occupied by the applying jurisdiction that is 1,000SF or larger.
  - The report should include as the baseline at least 12 months of the portfolio's energy use from the year prior to the date of the upgrades.
- Submit documentation that demonstrates a minimum 10% reduction in GHG emissions against the baseline.
- Submit a complete Clean Energy Upgrades Calculator to determine the percentage reduction in GHG emissions across a portfolio of buildings.
- Up to 50% of required GHG reductions may be achieved with renewable energy sources.
  - Solar / Wind / Geothermal / Premium-efficiency Wood Pellets / Anaerobic Digester Gas
- Upgrades must have been substantially completed after January 1, 2014.

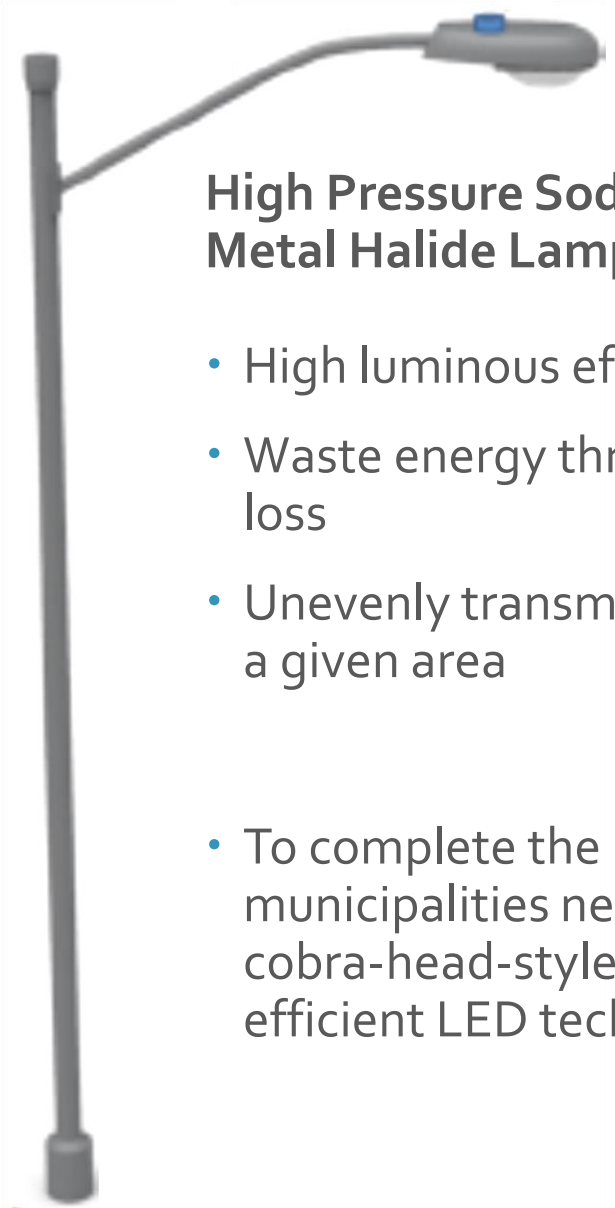
CLEAN ENERGY UPGRADES
Project Implementation

- State programs can help municipalities implement projects with no or low up-front costs while generating net savings to improve bottom lines.
  - **NYPA Energy Services**: Provides turn-key energy efficiency upgrades to municipal buildings of qualifying jurisdictions. NYPA and their contractors handle every aspect of design and construction. NYPA offers low-interest rate financing and projects can typically be accomplished with no or low up-front costs.
  - **DASNY Construction Services**: Offers design and construction services on a complete management or services-as-needed basis for municipal projects.
  - **EPC**: Can be used to procure energy savings and facility improvements with no or low up-front capital costs.
  - **PPA**: Typically used for renewable energy projects, payments are based on energy produced by the project. PPAs require no initial capital outlay or project development cost for the owner and allow municipal entities to benefit from federal tax benefits.
- **In-House Resources**: Municipalities may procure and install equipment using in-house resources.

LED STREET LIGHTS
Benefits

- Replacing conventional street lights with energy efficient LED technology reduces communities' street light energy use by as much as **65-70%**.
- Just 20 Mid-Hudson municipalities can save the region nearly 80 million kWh, saving $6.5 million over 15 years.
- Street light projects contribute to creating a well-lit and safer community.
- LED street lights last up to 100,000 hours and require much less maintenance than conventional street lights.
- Communities do not need to own their streetlights to convert those in their jurisdiction to LEDs.
- In 2014 the City of Yonkers converted all street lights to LEDs.
  - By 2019, Yonkers will decrease its 2014 annual street lighting electricity cost of $2.8 million by 65%.
  - Yonkers will also see a reduction in GHG emissions by over 10%.

LED STREET LIGHTS
What are they?



High Pressure Sodium or Metal Halide Lamps

- High luminous efficacy
- Waste energy through heat loss
- Unevenly transmit light over a given area

Light-Emitting Diodes

- High luminous efficacy
- Longer life span.
- Emit lower amounts of heat
- Transmit light evenly across larger areas

- To complete the LED Street Lights high impact action, municipalities need to convert at least 50% of the municipal cobra-head-style streetlights within the jurisdiction to energy efficient LED technology.

LED STREET LIGHTS
Eligibility & Requirements

All communities are eligible to pursue this high impact action.

Demonstrate completion of this action by submitting the following documentation.

- Submit documentation showing a minimum of 50% of all municipal and utility-owned cobra-head-style street lights have been converted to LED within geographic jurisdiction.
  - Documentation should include number of street lights converted, including proportion of converted cobra-head street lights to total cobra-head street lights.
- Complete and submit the LED Street Light Calculator for your project.
- To qualify, convert a minimum of 10 fixtures.

Note regarding municipalities with utility-owned streetlights:

- Municipalities may work with utility company to upgrade to utility-owned LEDs.
- Municipalities may pursue a negotiated agreement with utility company for ownership transfer of complete streetlights system and supporting infrastructure.

LED STREET LIGHTS
Project Implementation

- Consult with NYSERDA to identify which LED conversion and technology options best meet your economic and operational goals.
- For utility-owned streetlights, check with your utility regarding options for converting street lights to LED.
- Purchasing utility-owned streetlights:
  - Governor Cuomo's 2015 Streetlight Replacement & Savings established procedures for transfer of streetlight system ownership from a utility to a municipality.
  - PSC requires utilities to establish process to facilitate transfer of ownership, including a negotiated price.
  - Municipality may file application with PSC.
- LED conversion options for municipally-owned street lights:
  - Issue an RFP for an EPCs, with no or low up-front capital costs
  - Piggyback on a contract from another municipality
  - Participate in NYPA's LED Street Light Program, using low-interest rate financing
  - Use in-house resources to purchase and install LEDs.

CLEAN FLEETS Benefits

- EVs are more energy efficient and cost about **50 to 70% less** to operate per mile than gasoline-powered cars.
- Clean vehicles reduce GHG emissions and pollutants that cause smog and acid rain.
- Simple and consistent EVCS permitting processes can cut costs and reduce delays associated with installing EVCS.
- EVCS are being installed across all NYS communities.
- In 2015, Ulster County purchased 4 PHEV sedans and converted all UCAT vehicles to Biodiesel (B5).
  - Conducted county fleet analysis and government operations GHG inventory. Found that 35% of GHGs produced by county fleets.
  - Chose PHEV and Biodiesel for a 20x greater GHG emissions reduction compared to LPG.
  - Installed 9 EVCS using ChargeNY funding; free use.
  - Established Green Fleet Policy: 5% of fleet by 2020 will be Green Vehicles, with the addition of 20% of new passenger vehicle purchases after 2020.

CLEAN FLEETS
What are they?

- Clean Fleets is an effort by local governments to invest in alternative fuel vehicles and infrastructure while increasing opportunities for constituents to access EVCS.
- Clean Fleets include vehicles that use alternative fuels, such as electricity, natural gas, biodiesel, ethanol, hydrogen, or propane.
- Many vehicles produce zero tailpipe emissions, such as:
  - BEV, battery electric cars that run solely on electricity
  - FCV, hydrogen fuel cell cars that generate electricity from hydrogen
- To complete the Clean Fleets high impact action, municipalities must:
  - Install an EVCS or CNG fueling station

  OR
  - Deploy at least one plug-in electric vehicle, CNG vehicle, or FCV in the municipal fleet.

CLEAN FLEETS Eligibility & Requirements

All communities are eligible to pursue this high impact action.

Demonstrate completion of this action by submitting <u>either</u> of the following documentation.

- Submit documentation to demonstrate municipal provision of at least **one EVCS or CNG fueling station**.
  - EVCS must consist of either two (2) or more Level 2 charging ports or one (1) or more DC fast charge ports.
  - Equipment may have been installed any time prior to application date, but must be active at the time of submittal.
  - The municipality or a state or local government entity located wholly within the municipality (i.e. a parking authority) must own or lease the equipment.
  - Alternative fuel supply infrastructure may be used for government operations or public use.
- Submit copy of documentation to demonstrate municipal deployment of at least **one alternative fuel vehicle** in the municipality's fleet.
  - Qualifying alternative fuel vehicles include plug-in electric vehicles, CNG vehicles, and FCV. Vehicles may be light-, medium-, or heavy-duty.
  - Vehicles may have been purchased or leased at any time prior to the application date, but must be active at the time of submittal.

CLEAN FLEETS Project Implementation

- Before you begin:
  - Gauge local and regional demand for alternative fueling stations and consider the most appropriate fuel type for the area.
  - Assess feasibility of an alternative fueling station.
- Implementation assistance:
  - Streamlined Permitting funding is available to assist applicants with adopting streamlined permitting or other ordinances that facilitate the installation of EVSE.
  - Local governments can purchase competitively priced cars and trucks, including alternative fuel vehicles from a variety of vehicle dealers on the New York State Office of General Services Vehicle Marketplace.
  - *Creating EV-Ready Towns and Cities: A Guide to Planning and Policy Tools* highlights best practices and introduces policy options for public officials and private-sector leaders seeking to prepare their communities, jurisdictions, state, or organizations for electric cars.

SOLARIZE Benefits

- Solar electric systems offer several advantages:
  - No GHG generation.
  - Offsets upfront installation costs with **immediate savings**.
  - Little required maintenance—panels often last longer then 20 years.
  - Provide power during outages if combined with battery backup systems.
  - Community Distributed Generation, or Shared Solar, offers these benefits to those who cannot put solar on their property.
- Municipalities that run a Solarize campaign can expect to:
  - Save property owners money with bulk purchasing.
  - Support good local jobs in the solar industry.
- Solarize Westchester, to date, has resulted in 400+ residential and commercial solar installations totaling 3.8 megawatts of capacity.
  - 14 municipalities participated.
  - 8 municipalities adopted the NYS Unified Solar Permit; 9 adopted other solar-friendly changes to their permit processing procedures.

SOLARIZE
What is it?

- NYSERDA's Community Solar NY program supports community Solarize projects.
- Solarize is a short term (approx. 6-9 months), local effort that brings together groups of potential solar customers through widespread outreach and education
- Solarize campaigns help customers choose a designated solar installer(s) that offers competitive, transparent pricing, and quality installations.
- Solarize campaigns typically lower the cost of solar 10% to 20%. The more customers who sign up, the greater the savings.
- To complete the Solarize high impact action, municipalities must:
  - Demonstrate direct municipal participation in a recently completed Solarize campaign.
  - Provide a list of at least 10 local solar customer that resulted from the Solarize campaign.

  OR
  - Work with NYSERDA to plan and implement a new Solarize campaign.
  - Provide a list of at least 10 local solar customer that resulted from the Solarize campaign.

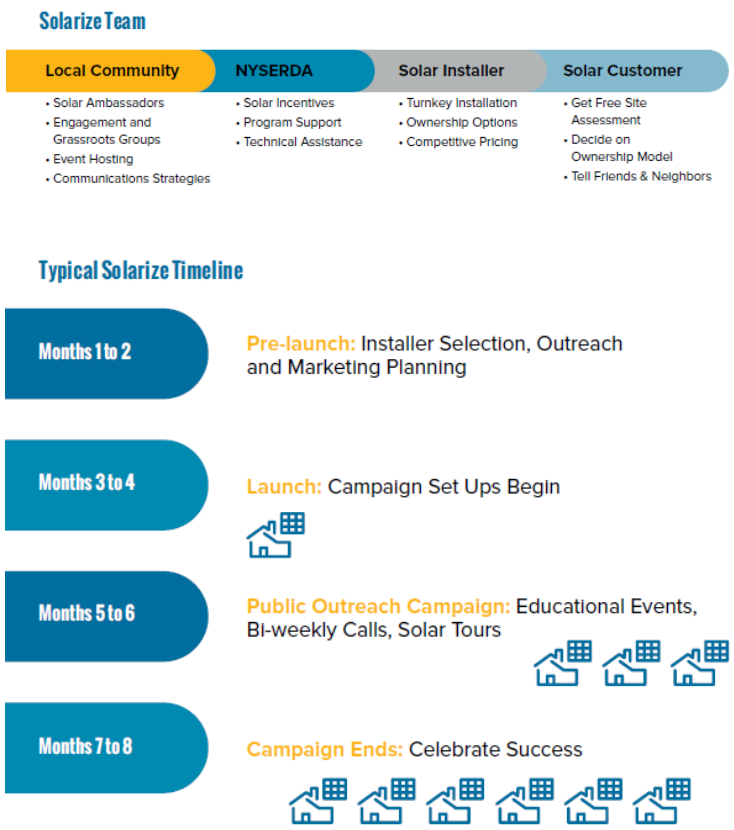
SOLARIZE Eligibility & Requirements

All communities are eligible to pursue this high impact action. Demonstrate completion of this action by submitting either of the following documentation.

- For *prior* Solarize campaigns, demonstrate direct municipal participation in previous rounds of NYSERDA Community Solar NY.
  - Solarize campaign must have been launched after January 1, 2014.
  - Documentation may include commitment letter submitted with Community Solar NY application, press release, event flyers within jurisdiction, Solarize website screenshot, newspaper article, or adopted resolution.
  - List of at least 10 Solarize campaign customers within jurisdiction.
- For *new* Solarize campaigns, contact NYSERDA to ensure all requirements are met to earn credit for this action. Additional submission documentation includes:
  - Attendance at a PV Trainers Network workshop.
  - Completed Solarize Campaign Scoping Document.
  - List of at least 10 Solarize campaign customers within jurisdiction.

SOLARIZE Project Implementation

- Team up with individuals, organizations, and nearby jurisdictions willing and able to conduct community-wide education and outreach around solar energy.



- Implementation assistance:
  - Community Solar NY website provides a variety of materials useful for implementing a new Solarize campaign.
  - NYSERDA's PV Trainers Network provides a number of on-site training courses and one-on-one TA to communities.
  - *Community Solar NY: 2017 Resource Guide for Solar Campaign Success* and *Creating and Implementing Your Solarize Campaign Video* provide step-by-step guidance for completing a campaign.
  - The NY-SUN Solarize RFP Template provides clear guidelines and expectations for solar installers interested in participating in a campaign.

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UNIFIED SOLAR PERMIT
Benefits

- Municipalities that adopt a Unified Solar Permit can expect to:
  - Increase the quality and accuracy of applications from installers.
  - Handle a larger number of solar permits more efficiently.
  - Help applicants get through the permitting process quickly!
  - Offer fair, flat fees for small-scale solar electric installations.
  - **Support the local solar industry**: solar energy installations valued at $13.7 billion in 2013.
- Municipalities that adopt the permit are eligible for financial awards through the Streamlined PV Permitting to implement new procedures.
  - Communities with under 30,000 residents can receive $2,500
  - Communities with 30,000+ residents can receive $5,000
- To date, 21 communities in the Mid-Hudson Region have adopted the Unified Solar Permit, with an additional 102 communities state-wide.

UNIFIED SOLAR PERMIT
What is it?

- The Unified Solar Permit is a standardized permit application designed to streamline the approval process for installing solar in the community.
- The standardized permit is expected to cut costs by creating a uniform permitting process in municipalities across the State.
- As municipalities adopt the permit, installers and municipalities will save time and resources permitting solar electric systems.
- An expedited process allows standard systems to pass quickly though the jurisdictional review process.
  - Decreases overall installation time for customers.
  - Allows non-standard systems necessary time for detailed review.
- To complete the Unified Solar Permit high impact action, municipalities must:
  - Approve legislation to adopt the permit.

UNIFIED SOLAR PERMIT
Eligibility & Requirements

Communities that can issue building permits are eligible to pursue this high impact action.

Demonstrate completion of this action by submitting either of the following documentation.

Note:

- Unified Solar Permit applies to small-scale solar installations of 25kW or less for roof-mounted and ground-mounted residential and commercial solar.

Requirements:

- Submit a copy of the eligibility notification email from NYSERDA indicating eligibility to receive the Streamlined Permitting PV incentive (formerly Cleaner, Greener Communities Category 1).

Or

- Submit a copy of NYSERDA's official list of communities that have adopted the Unified Solar Permit showing your municipality.

UNIFIED SOLAR PERMIT
Project Implementation

Streamlined PV Permitting Application:

- Submit application through the CFA by September 30, 2019.
- Applications must be submitted after all work has been completed with all relevant documentation attached.
- Relevant document:
  - Verification of municipality's population size.
  - Copy of municipality's resolution adopting permitting process and permit for use.
  - Copy of the officially adopted permit.

Resources:

- NYSERDA's PV Trainers Network provides on-site training courses and one-on-one technical assistance to communities.
- *NY-Sun Solar Guidebook*: Helps municipalities understand and streamline the PV permitting and inspection processes to ensure efficiency, transparency, and safety.
- *Jurisdictional Guide to Permit Adoption*: Provides guidance on adoption and incentive process for the Unified Solar Permit.
- *New York State Model Solar Energy Law*: Assists communities with adopting zoning provisions that promote solar energy systems while protecting community character and the environment.

ENERGY CODE ENFORCEMENT TRAINING
Benefits

- There is significant opportunity for energy savings through improved Energy Code compliance. Buildings represent roughly 60% of New York's total energy consumption.
- Receive **free on-the-job training**.
- Focus on the practical application of the code.
- Save energy at a community-wide scale.
- Municipalities that participate in Energy Code Enforcement Training:
  - Can learn about the Energy Code in the context of its practical application on active construction projects.
  - Can follow up the training module with a NYSERDA Energy Code Essentials training course.

ENERGY CODE ENFORCEMENT TRAINING
What is it?

- The Energy Code is a minimum building standard for energy efficiency.
- The Energy Code is applicable to new construction and renovation of commercial and residential buildings in New York State.
- The Energy Code is a complex document and one of nine building codes in New York State, making implementation and enforcement complex and time consuming.
- To complete the Energy Code Enforcement Training high impact action, municipalities' code enforcement officials must complete the Energy Code Enforcement Training module.

ENERGY CODE ENFORCEMENT TRAINING

Eligibility & Requirements

Communities that can issue building permits are eligible to pursue this high impact action.

Demonstrate completion of this action by accomplishing the following steps.

- Enroll in Clean Energy Communities Energy Code Enforcement Training Module by emailing cec@nyserda.ny.gov.
- Take part in preliminary meeting between NYSERDA training provider, the local code enforcement officer, and at least two other municipal officials.
- Take part in collaborative plans review and joint onsite inspection of two (2) building projects in the municipality.
- Receive notification of completion email from NYSERDA Training Provider.
- Submit a copy of this notification of completion email to earn credit for this action.

CLIMATE SMART COMMUNITIES CERTIFICATION
Benefits

- Municipalities that pursue Climate Smart Communities Certification can expect to:
  - Develop a comprehensive climate action program.
  - Help communities become more resilient to extreme weather.
  - Improve operations and infrastructure.
  - Increase energy independence and security.
  - Help NYS reduce GHG emissions by up to 80% by 2050.
  - Be better positioned for funding.
  - Receive recognition for leadership.
- To date, 65 communities in the Mid-Hudson Region have pledged to be Climate Smart Communities, with more than 187 statewide.

CLIMATE SMART COMMUNITIES CERTIFICATION

What is it?

- The CSC program provides local governments with a flexible framework to guide their climate actions.
- The certification program is designed around 10 Pledge Elements.
  - Pledge to be a Climate Smart Community
  - Set goals, inventory emissions, plan for climate action
  - Decrease community energy use
  - Increase community use of renewal energy
  - Realize benefits of recycling and other climate-smart solid waste management practices
  - Reduce GHG emissions through climate-smart land-use tools
  - Enhance community resilience
  - Support development of a green innovation economy
  - Inform and inspire the public
  - Commit to an evolving process for climate action
- Communities can choose from 130+ individual actions to earn points towards certification at 4 award levels: Certified, Bronze, Silver, Gold.
- To complete the Climate Smart Communities Certification high impact action, municipalities must:
  - Meet the requirements to become a certified Climate Smart Community at the Certified, Bronze, Silver, or Gold level.
  - Be listed as certified at www.dec.ny.gov/energy/56876.html.

CLIMATE SMART COMMUNITIES CERTIFICATION

Eligibility & Requirements

All communities are eligible to pursue this high impact action.

Demonstrate completion of this action by submitting the following documentation.

- Submit documentation that demonstrates that your community has been listed as a Certified Climate Smart Community at the certified, bronze, silver or gold level on the NYSDEC website: www.dec.ny.gov/energy/56876.html.

CLIMATE SMART COMMUNITIES CERTIFICATION

Project Implementation

- Pass a resolution adopting the CSC Pledge.
- Appoint a Climate Smart Community coordinator.
- Identify completed actions using the CSC Certification Workbook.
- Identify the Climate Smart Community Certification level your community will pursue.
- Confirm the minimum Pledge Elements and required Priority Actions your community must complete toward Certification.
- Confirm which additional Priority Actions your community must complete.
- Identify the minimum Performance / Innovation Points required.
- Track your actions on the CSC Certification Workbook.
- Compile documentation for each action within the CSC Certification Documents Folder (electronic).
- Complete the CSC Submittal Form and submit it, along with the required documentation for actions completed, to ClimateChange@dec.ny.gov.

COMMUNITY CHOICE AGGREGATION Benefits

- CCA has the potential to simultaneously **deliver lower monthly bills and cleaner energy** for your constituents.
- Municipalities that pursue Community Choice Aggregation can expect to:
  - Exercise more local control over energy resources.
  - Improve customer choice and value.
  - Spur clean energy innovation and investment by increasing the percentage of renewables in the fuel mix.
  - Protect the environment.
- Sustainable Westchester initiated the Westchester Power CCA in 2016. It supplies approx. 100,000 electrical customers in 20 participating municipalities in Westchester County.
  - 14 municipalities opted to provide 100% renewable energy to eligible customers within their jurisdictions.
  - 500 million kWh of 100% renewable power provided.
  - Approx. $5 million in savings over 3 years.
  - Carbon footprint cut by 300,000 tons.

COMMUNITY CHOICE AGGREGATION
What is it?

- CCA allows participating local governments to procure energy supply service and DERs for eligible energy customers in a jurisdiction.
- Customers can opt out of procurement, but maintain transmission and distribution services from existing Distribution Utility.
- Local governments can work together through shared purchasing model to put out for bid the total electricity and/or natural gas being purchased by customers within the jurisdictional boundaries of participating municipalities.
- Communities build clout to negotiate lower rates with private suppliers and are able to choose cleaner energy.
- The utility remains responsible for energy delivery and billing.
- To complete the Community Choice Aggregation high impact action, municipalities must:
  - Adopt legislation authorizing the municipality to participate in a CCA program.
  - Must contract with an energy supplier to provide 100% clean, renewable energy to all participating customers.

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COMMUNITY CHOICE AGGREGATION
Eligibility & Requirements

Villages, towns, and cities are eligible to pursue this high impact action.

County governments may act as CCA administrators, but are not authorized to create a CCA independently of the villages, towns, and cities within the county.

Demonstrate completion of this action by submitting the following documentation.

- Submit a copy of the adopted legislation authorizing the municipality's participation in an opt-out CCA program.
- Submit a copy of an executed electric service agreement between the applying jurisdiction and an ESCO to supply electricity to participating customers.
- Electric service agreement must offer customers an opt-out option that is 100% renewable clean energy product mix, to be produced in North America and certified by Green-e.

COMMUNITY CHOICE AGGREGATION
Project Implementation

- Consider teaming up with other nearby municipalities and allowing a local or regional group administer the CCA program.
- CCA programs are authorized subject to the Public Service Commission's approval of the:
  - CCA Implementation Plan
  - CCA Data Protection Plan
  - Certifications of local authorization
- The Public Service Commission Order provides the authorizing framework for the CCA Opt-Out Program.
- Available tools on NYSERDA's CEC website:
  - Implementation Plan Template
  - CCA Authorizing Legislation Template
  - MOU Template – third-party CCA administration
  - Inter-Municipal Agreement Template – municipal CCA administration
  - Opt-Out Letter Template

COMMUNITY CHOICE AGGREGATION
Additional Notes

- Scope of Program
  - CCA programs may aggregate electric and/or gas supply.
  - CCA programs may aggregate or integrate into their programs energy efficiency and distributed energy resources, like solar.
  - Municipalities are not permitted to allocate a portion of the CCA customer payments to a clean energy or public benefit fund.
- CCA programs are not limited to contracting with only one ESCO.
- Regardless of CCA administration, municipalities remain responsible for:
  - CCA program operation's compliance with legal requirements
  - Residents' interests being served
  - Protection of customer information
- CCA administrators:
  - May request aggregated data after PSC approval.
  - Must provide information and education to potential CCA customers a minimum of 2 months.
  - Can collect funds to pay for administrative costs associated with running the CCA program.
  - Are responsible for providing annual reporting.

ENERGIZE NY FINANCE
Benefits

- Energize NY Finance enables eligible commercially-owned buildings to secure funds to tackle significant energy upgrades and renewable energy projects.
- Property owners can **finance up to 100% of project costs** with fixed-rate financing for up to 20 years.
- $1.25 billion value of potential upgrade work needed in Mid-Hudson Region can create 11,000 jobs.
- Municipalities that adopt legislation establishing an Energize NY Finance program can expect to:
  - Help business and nonprofits save money with energy-saving upgrades.
  - Provide financing to improve the local building stock.
  - Spark new energy efficiency and solar projects.
  - Lower emissions and pollution.
- North Salem's Robson House instituted energy efficiency upgrades to reduce energy cost burdens.
  - Energy bills were reduced 31% annually.
  - Project was entirely cash flow positive.

ENERGIZE NY FINANCE
What is it?

- Energize NY Finance or PACE Financing allows property owners to pay back cost of clean energy upgrades to commercial or non-profit properties through a special charge on property tax bill.
- EIC offers the financing. EIC is a local development corporation and a NYS nonprofit that assists municipalities with the establishment of a program to help property owners achieve long-term energy savings and/or generate renewable power for on-site use.
- To complete the Energize NY Finance high impact action, municipalities must:
  - Adopt legislation establishing an Energize NY Finance program.
  - Become a member of the Energy Improvement Corporation.

ENERGIZE NY FINANCE
Eligibility & Requirements

All eligible communities can pursue this high impact action.

Demonstrate completion of this action by submitting the following documentation.

Eligibility:

- In NYS, counties and cities. Exception, Westchester County.
- Cities without foreclosing authority cannot join.
- In Westchester County, local jurisdictions must pursue due to tax lien authority being held at local levels.
- Municipalities must have at least an "A" credit rating.

Requirements:

- Submit a copy of the adopted legislation authorizing the municipality to establish an Energize NY Finance Program.
- Submit a copy of an executed EIC Municipal Agreement.
- Submit a copy of a letter confirming EIC membership.

CLEAN ENERGY COMMUNITIES Funding Levels

- In each NYS Economic Development Region, funding is available to support additional clean energy projects.

Municipality Size by Population	Tier 1 Awards Number of Awards in each Economic Development Region and Amount		Tier 2 Awards Number of Awards in each Economic Development Region and Amount	
Large (40,000+)	2	$250,000	2	$150,000
Small/Medium (0-39,999)	4	$100,000	10	$50,000

- A total of 18 grants are available to designated CEC on a first-come-first-served basis until the funds are exhausted.
- Tier 1 Awards are awarded until exhausted, followed by Tier 2 Awards.
- No local cost share is required.
- Grantees shall collect the required metrics to measure anticipated benefits from CEC projects.
- NYSERDA reserves the right to adjust funding levels and eligibility criteria as necessary to ensure the success of the program.

CLEAN ENERGY COMMUNITIES Accessing Funding

- On receipt of an email confirming designation, municipalities have 3 months to submit a project proposal through an online application.
- Selection Criteria—NYSERDA is seeking proposals for projects or initiatives that:
  - Present a thorough, sound, detailed approach to accomplishing the objectives of the proposal in a reasonable timeframe.
  - Achieve a positive direct impact on energy use and GHG emissions
  - Accomplish other sustainability benefits.
  - Collaborate with other municipalities and transfer knowledge to the broader region and state.
  - Include an innovative and/or replicable approach.
  - Leverage public and private dollars and/or generate economic development benefits.
  - Applicants must earn a minimum of 50% of selection criteria points to be eligible for funding.
- Projects must be ready to begin within 6 months of NYSERDA's award notification.
- Projects must be completed within 3 years of contract execution.

HUDSON VALLEY REGIONAL COUNCIL Technical Support

- Assist YOUR community with becoming a Clean Energy Community through:
  - On-demand technical assistance
  - Step-by-step guidance
  - Case studies
  - Model ordinances
  - Project development support
  - Tools and resources
- Facilitate YOUR CEC designation by presenting CEC Program to YOUR community leaders and stakeholders, business owners, and general public.
- Provide and connect YOU with pertinent educational seminars and trainings.
- Connect YOU with technical staff from organizations and businesses that will help YOU become a designated CEC.

CLEAN ENERGY COMMUNITIES Program Education

- Quarterly newsletters
- Quarterly webinars
- Quarterly workshops
- Case studies
- Video interviews
- Live stream meetings
- Toolkits

HUDSON VALLEY REGIONAL COUNCIL
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WHEREAS, New York State has developed a unified solar photovoltaic permitting process designed to streamline municipal permitting which will reduce costs for solar projects and support the growth of clean energy jobs across the state, and

WHEREAS, the City of Newburgh is desirous of participating in the unified permitting process, thereby increasing the City's eligibility for various incentives and grants through the New York State Energy Research and Development Authority; now, therefore, be it

RESOLVED, that the City of Newburgh adopts the New York State Unified Solar Permit as attached hereto as Exhibit I, and be it further

RESOLVED, that the City Council authorizes the staff to apply for and accept if awarded the grant through the Streamlined Permitting Program to allow for the City to receive a grant award up to $2,500 from the New York State Energy Research and Development Authority for the adoption of the United Solar Permit Application; and be it further

RESOLVED, that this resolution shall take effect immediately and a copy of this resolution, with Exhibit 1, shall be provided to the Building Department.

RESOLUTION NO.: 50 -2017

OF

FEBRUARY 27, 2017

A RESOLUTION ADOPTING ENERGY BENCHMARKING POLICY REQUIREMENTS FOR CERTAIN MUNICIPAL BUILDINGS IN THE CITY OF NEWBURGH

WHEREAS, buildings are the single largest user of energy in the State of New York, and the poorest performing buildings typically use several times the energy of the highest performing buildings, for the exact same building use; and

WHEREAS, this Local Policy will use Building Energy Benchmarking to promote the public health, safety, and welfare by making available good, actionable information on municipal building energy use to help identify opportunities to cut costs and reduce pollution in the City of Newburgh; and

WHEREAS, collecting, reporting, and sharing Building Energy Benchmarking data on a regular basis allows municipal officials and the public to understand the energy performance of municipal buildings relative to similar buildings nationwide; and

WHEREAS, equipped with this information, the City of Newburgh will be able to make smarter, more cost-effective operational and capital investment decisions, reward efficiency, and drive widespread, continuous improvement; and

WHEREAS, the following definitions will apply:

1) "Benchmarking Information" shall mean information generated by Portfolio Manager, as herein defined including descriptive information about the physical building and its operational characteristics.

2) "Building Energy Benchmarking" shall mean the process of measuring a building's Energy use, tracking use over time, and comparing performance to similar buildings.

3) "Commissioner" shall mean the head of the Department.

4) "Covered Municipal Building" shall mean a building or facility that is owned and occupied for a Municipal Use by the City of Newburgh that is 1,000 square feet or larger in size.

5) "Department" shall mean the Department of Planning and Development.
6) "Energy" shall mean electricity, natural gas, steam, hot or chilled water, fuel oil, or other product for use in a building, or renewable on-site electricity generation, for

purposes of providing heating, cooling, lighting, water heating, or for powering or fueling other end-uses in the building and related facilities, as reflected in Utility bills or other documentation of actual Energy use.

7) "Energy Performance Score" shall mean the numeric rating generated by Portfolio Manager that compares the Energy usage of the building to that of similar buildings.

8) "Energy Use Intensity (EUI)" shall mean the kBTUs (1,000 British Thermal Units) used per square foot of gross floor area.

9) "Gross Floor Area" shall mean the total number of enclosed square feet measured between the exterior surfaces of the fixed walls within any structure used or intended for supporting or sheltering any use or occupancy.

10) "Portfolio Manager" shall mean ENERGY STAR Portfolio Manager, the internet-based tool developed and maintained by the Unites States Environmental Protection Agency to track and access the relative Energy performance of buildings nationwide, or successor.

11) "Utility" shall mean an entity that distributes and sells Energy to Covered Municipal Buildings.

12) "Weather Normalized Site EUI" shall mean the amount of Energy that would have been used by a property under 30-year average temperatures, accounting for the difference between average temperatures and yearly fluctuations; and

WHEREAS, this Local Policy is applicable to all Covered Municipal Buildings as defined in item 4 above of this Local Policy;

WHEREAS, the Commissioner may exempt a particular Covered Municipal Building from the benchmarking requirement if the Commissioner determines that it has characteristics that make benchmarking impractical; and

WHEREAS, no later than December 31, 2017, and no later than May 1 every year thereafter, the Commissioner or his or her designee shall enter into Portfolio Manager the total Energy consumed by each Covered Municipal Building, along with all other descriptive information required by Portfolio Manager for the previous calendar year; and

WHEREAS, for new Covered Municipal Buildings that have not accumulated 12 months of Energy use data by the first applicable date following occupancy for inputting Energy use into Portfolio Manager, the Commissioner or his or her designee shall begin inputting date in the following year; and

WHEREAS, the Department shall make available to the public on the internet Benchmarking Information for the previous calendar year;

a) No later than December 31, 2017 and by September 1 of each year thereafter for Covered Municipal Buildings; and

WHEREAS, the Department shall make available to the public on the internet and update at least annually, the following Benchmarking Information:

a) Summary statistics on Energy consumption for Covered Municipal Buildings derived from aggregation of Benchmarking Information; and

b) For each Covered Municipal Building individually:

i) The status of compliance with the requirements of this Local Policy; and

ii) The building address, primary use type, and gross floor area; and

iii) Annual summary statistics, including site EUI, Weather Normalized Source EUI, annual GHG emissions, and an Energy Performance Score where available; and

iv) A comparison of the annual summary statistics (as required by this Local Policy) across calendar years for all years since annual reporting under this Local Policy has been required for said building; and

WHEREAS, the Department shall maintain records as necessary for carrying out the purposes of this Local Policy, including but not limited to Energy bills and other documents received from tenants and/or Utilities. Such records shall be preserved by the Department for a period of three (3) years; and

WHEREAS, the Commissioner or his or her designee shall be the Administrator of this Local Policy; and

WHEREAS, the Administrator of this Local Policy may promulgate procedures necessary for the administration of the requirements of this Local Policy; and

NOW, THEREFORE, BE IT RESOLVED, within thirty days after each anniversary date of the effective date of this Local Policy, the Administrator of the Benchmarking Policy shall submit a report to City Council including but not limited to summary statistics on Energy consumption for Covered Municipal Buildings derived from aggregation of Benchmarking Information, a list of all Covered Municipal Buildings identifying each Covered Municipal Building that the Commissioner determined to be exempt from the benchmarking requirement and the reason for exemption, and the status of compliance with the requirements of this Local Policy; and

BE IT FURTHER RESOLVED THAT, this Local Policy shall be effective immediately upon adoption by the City Council and a copy of this resolution shall be provided to the Department of Planning and Development.

NYSERDA'S CLEAN ENERGY COMMUNITIES PROGRAM

A partnership between NYSERDA, CDRPC, and HVRC.

PRESENTATION OVERVIEW

- Clean Energy Communities Program Overview
- 10 High Impact Actions
- Clean Energy Communities Funding
- Hudson Valley Regional Council Technical Support
- Program Education

CLEAN ENERGY COMMUNTIES Program Overview

- Provides **rewards and recognition** to city, town, village, and county governments as well as Native American tribe, village, or nation that demonstrate clean energy leadership.
- **Dedicated and knowledgeable local coordinators** are available to assist communities as they implement high-impact actions.

- **STEP 1:** Earn the Clean Energy Communities designation by completing **4 out of 10 high impact actions**.
- **STEP 2:** Access **grant funding**, up to $250K with no local cost share, to support additional clean energy projects.

10 HIGH-IMPACT ACTIONS

- Benchmarking
- Clean Energy Upgrades
- LED Street Lights
- Clean Fleets
- Solarize
- Unified Solar Permit
- Energy Code Enforcement Training
- Climate Smart Communities Certification
- Community Choice Aggregation
- Energize NY Finance

BENCHMARKING Benefits

- Buildings in New York State account for over **60% of energy use**.
- Benchmarking lets you compare energy usage across buildings and identify where you can cut energy waste.
- Benchmarking helps you make smarter investment decisions and financially rewards you for improved efficiencies.
- Municipalities that implement Benchmarking can expect to:
  - Identify energy saving opportunities in buildings
  - Address a major source of emissions – buildings
  - Spark investment in energy saving upgrades
- New York City required annual benchmarking of energy and water use for public sector buildings since 2010 and for large private sector buildings since 2011.
  - NYC achieved an 84% compliance rate in 2012.
  - DOE estimates NYC saw a cumulative energy savings of 5.7% and savings of over $267 million.

BENCHMARKING
What is it?

- Benchmarking:
  - Measures a building's energy use.
  - Compares its use to the average for similar buildings and at similar points in time.
  - Allows owners and occupants to understand their buildings' relative energy performance.
  - Helps identify opportunities to cut energy waste.
- The EPA's online tool, ENERGY STAR Portfolio Manager, is used to measure and track energy consumption and greenhouse gas emissions.
- To complete the Benchmarking high impact action,
  - Municipalities adopt a **policy** to report the energy use of municipal buildings on an annual basis.
  - Large cities, towns, or villages, must also adopt **legislation** requiring the annual disclosure of energy use in large private buildings.

BENCHMARKING Eligibility & Requirements

All communities are eligible to pursue this high impact action. Demonstrate completion of this action by submitting the following documentation.

For small and medium size communities (0-39,999) and all county governments:

- Submit copy of adopted legislation.
- Legislation requires applying jurisdiction to make publicly available on the internet on an annual basis, energy use information for each municipal building that is owned or occupied by the applying jurisdiction that is 1,000SF or larger.
- At a minimum, publicly disclosed energy use information shall include each building's EUI, annual GHG emissions, and an energy performance score where available.

For large cities, towns, and villages (40,000+):

- Submit copy of adopted legislation as described for small communities.
- Also include a requirement for the owners of commercial and multifamily buildings 25,000SF or larger to also comply.

CLEAN ENERGY UPGRADES
Benefits

- Replacing outdate equipment with new smart and efficient technologies positions municipalities to **save energy and money**.
- State programs can help municipalities implement projects with no or low up-front costs while generating net savings to improve bottom lines.
- Everything from municipal headquarters to public works facilities, fire stations, police precincts, park facilities, and water treatment plants are good candidates for upgrades.
- The Town of Williamson installed a 7 acre 1.5 MW solar array to meet 100% of the electrical needs for all of its municipal facilities.
  - 25-year PPA allowed for no upfront payment.
  - The project took advantage of "remote net metering".
  - The total project cost of $3.5 million resulted in $27,000 in annual electricity cost savings.
  - Government operations carbon footprint was cut by 100%.

CLEAN ENERGY UPGRADES
What are they?

- Clean Energy Upgrades are energy efficiency and renewable energy projects in local government buildings and facilities.
- Examples of Clean Energy Upgrades:
  - Interior & exterior lighting upgrades
  - Building HVAC controls/building management, systems, motors & VSDs, boiler & chiller plant upgrades
  - Building envelope, like doors & windows, insulation
  - Domestic water heating systems
  - Water and waste water facilities' motors & VFDs, controls, digester gas systems
  - Renewable energy projects, like PV, geothermal heat pumps, wind turbines.
- To complete the Clean Energy Upgrades high impact action, municipalities need to achieve a 10% reduction in GHG emissions from municipal buildings through energy efficiency upgrades and renewable energy.

CLEAN ENERGY UPGRADES Eligibility & Requirements

All communities are eligible to pursue this high impact action.

Demonstrate completion of this action by submitting the following documentation.

- Submit an EPA Portfolio Manager benchmarking report, including energy use information for each municipal building that is owned or occupied by the applying jurisdiction that is 1,000SF or larger.
  - The report should include as the baseline at least 12 months of the portfolio's energy use from the year prior to the date of the upgrades.
- Submit documentation that demonstrates a minimum 10% reduction in GHG emissions against the baseline.
- Submit a complete Clean Energy Upgrades Calculator to determine the percentage reduction in GHG emissions across a portfolio of buildings.
- Up to 50% of required GHG reductions may be achieved with renewable energy sources.
  - Solar / Wind / Geothermal / Premium-efficiency Wood Pellets / Anaerobic Digester Gas
- Upgrades must have been substantially completed after January 1, 2014.

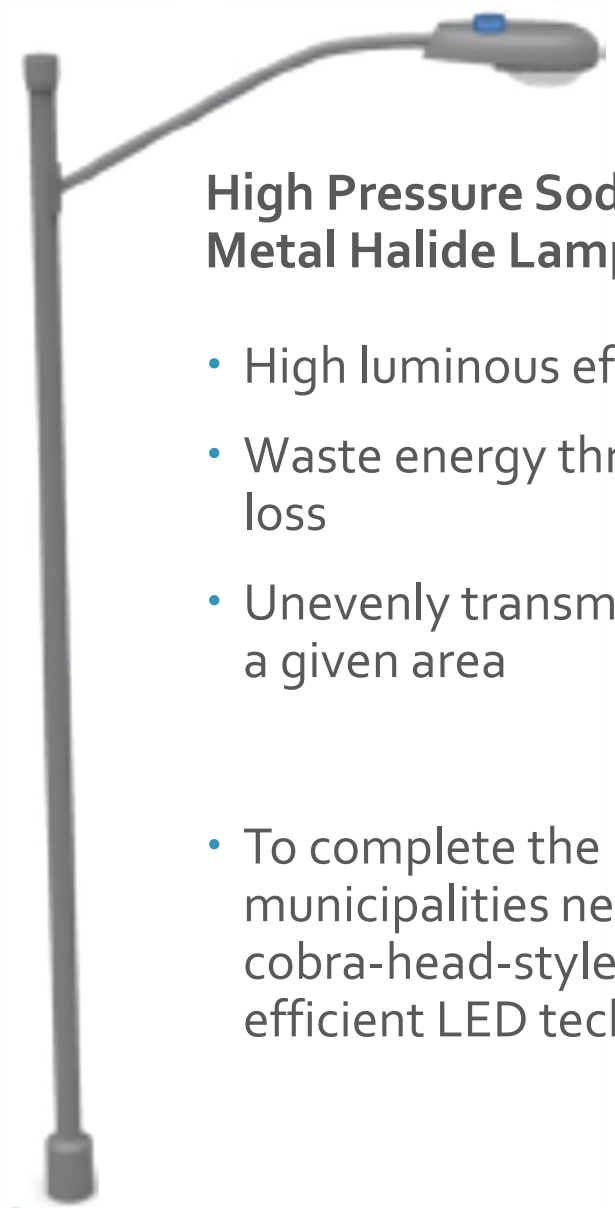
CLEAN ENERGY UPGRADES
Project Implementation

- State programs can help municipalities implement projects with no or low up-front costs while generating net savings to improve bottom lines.
  - **NYPA Energy Services**: Provides turn-key energy efficiency upgrades to municipal buildings of qualifying jurisdictions. NYPA and their contractors handle every aspect of design and construction. NYPA offers low-interest rate financing and projects can typically be accomplished with no or low up-front costs.
  - **DASNY Construction Services**: Offers design and construction services on a complete management or services-as-needed basis for municipal projects.
  - **EPC**: Can be used to procure energy savings and facility improvements with no or low up-front capital costs.
  - **PPA**: Typically used for renewable energy projects, payments are based on energy produced by the project. PPAs require no initial capital outlay or project development cost for the owner and allow municipal entities to benefit from federal tax benefits.
- **In-House Resources**: Municipalities may procure and install equipment using in-house resources.

LED STREET LIGHTS
Benefits

- Replacing conventional street lights with energy efficient LED technology reduces communities' street light energy use by as much as **65-70%**.
- Just 20 Mid-Hudson municipalities can save the region nearly 80 million kWh, saving $6.5 million over 15 years.
- Street light projects contribute to creating a well-lit and safer community.
- LED street lights last up to 100,000 hours and require much less maintenance than conventional street lights.
- Communities do not need to own their streetlights to convert those in their jurisdiction to LEDs.
- In 2014 the City of Yonkers converted all street lights to LEDs.
  - By 2019, Yonkers will decrease its 2014 annual street lighting electricity cost of $2.8 million by 65%.
  - Yonkers will also see a reduction in GHG emissions by over 10%.

LED STREET LIGHTS
What are they?



High Pressure Sodium or Metal Halide Lamps

- High luminous efficacy
- Waste energy through heat loss
- Unevenly transmit light over a given area

Light-Emitting Diodes

- High luminous efficacy
- Longer life span.
- Emit lower amounts of heat
- Transmit light evenly across larger areas

- To complete the LED Street Lights high impact action, municipalities need to convert at least 50% of the municipal cobra-head-style streetlights within the jurisdiction to energy efficient LED technology.

LED STREET LIGHTS
Eligibility & Requirements

All communities are eligible to pursue this high impact action.

Demonstrate completion of this action by submitting the following documentation.

- Submit documentation showing a minimum of 50% of all municipal and utility-owned cobra-head-style street lights have been converted to LED within geographic jurisdiction.
  - Documentation should include number of street lights converted, including proportion of converted cobra-head street lights to total cobra-head street lights.
- Complete and submit the LED Street Light Calculator for your project.
- To qualify, convert a minimum of 10 fixtures.

Note regarding municipalities with utility-owned streetlights:

- Municipalities may work with utility company to upgrade to utility-owned LEDs.
- Municipalities may pursue a negotiated agreement with utility company for ownership transfer of complete streetlights system and supporting infrastructure.

LED STREET LIGHTS
Project Implementation

- Consult with NYSERDA to identify which LED conversion and technology options best meet your economic and operational goals.
- For utility-owned streetlights, check with your utility regarding options for converting street lights to LED.
- Purchasing utility-owned streetlights:
  - Governor Cuomo's 2015 Streetlight Replacement & Savings established procedures for transfer of streetlight system ownership from a utility to a municipality.
  - PSC requires utilities to establish process to facilitate transfer of ownership, including a negotiated price.
  - Municipality may file application with PSC.
- LED conversion options for municipally-owned street lights:
  - Issue an RFP for an EPCs, with no or low up-front capital costs
  - Piggyback on a contract from another municipality
  - Participate in NYPA's LED Street Light Program, using low-interest rate financing
  - Use in-house resources to purchase and install LEDs.

CLEAN FLEETS Benefits

- EVs are more energy efficient and cost about **50 to 70% less** to operate per mile than gasoline-powered cars.
- Clean vehicles reduce GHG emissions and pollutants that cause smog and acid rain.
- Simple and consistent EVCS permitting processes can cut costs and reduce delays associated with installing EVCS.
- EVCS are being installed across all NYS communities.
- In 2015, Ulster County purchased 4 PHEV sedans and converted all UCAT vehicles to Biodiesel (B5).
  - Conducted county fleet analysis and government operations GHG inventory. Found that 35% of GHGs produced by county fleets.
  - Chose PHEV and Biodiesel for a 20x greater GHG emissions reduction compared to LPG.
  - Installed 9 EVCS using ChargeNY funding; free use.
  - Established Green Fleet Policy: 5% of fleet by 2020 will be Green Vehicles, with the addition of 20% of new passenger vehicle purchases after 2020.

CLEAN FLEETS
What are they?

- Clean Fleets is an effort by local governments to invest in alternative fuel vehicles and infrastructure while increasing opportunities for constituents to access EVCS.
- Clean Fleets include vehicles that use alternative fuels, such as electricity, natural gas, biodiesel, ethanol, hydrogen, or propane.
- Many vehicles produce zero tailpipe emissions, such as:
  - BEV, battery electric cars that run solely on electricity
  - FCV, hydrogen fuel cell cars that generate electricity from hydrogen
- To complete the Clean Fleets high impact action, municipalities must:
  - Install an EVCS or CNG fueling station

  OR
  - Deploy at least one plug-in electric vehicle, CNG vehicle, or FCV in the municipal fleet.

CLEAN FLEETS Eligibility & Requirements

All communities are eligible to pursue this high impact action.

Demonstrate completion of this action by submitting <u>either</u> of the following documentation.

- Submit documentation to demonstrate municipal provision of at least **one EVCS or CNG fueling station**.
  - EVCS must consist of either two (2) or more Level 2 charging ports or one (1) or more DC fast charge ports.
  - Equipment may have been installed any time prior to application date, but must be active at the time of submittal.
  - The municipality or a state or local government entity located wholly within the municipality (i.e. a parking authority) must own or lease the equipment.
  - Alternative fuel supply infrastructure may be used for government operations or public use.
- Submit copy of documentation to demonstrate municipal deployment of at least **one alternative fuel vehicle** in the municipality's fleet.
  - Qualifying alternative fuel vehicles include plug-in electric vehicles, CNG vehicles, and FCV. Vehicles may be light-, medium-, or heavy-duty.
  - Vehicles may have been purchased or leased at any time prior to the application date, but must be active at the time of submittal.

CLEAN FLEETS Project Implementation

- Before you begin:
  - Gauge local and regional demand for alternative fueling stations and consider the most appropriate fuel type for the area.
  - Assess feasibility of an alternative fueling station.
- Implementation assistance:
  - Streamlined Permitting funding is available to assist applicants with adopting streamlined permitting or other ordinances that facilitate the installation of EVSE.
  - Local governments can purchase competitively priced cars and trucks, including alternative fuel vehicles from a variety of vehicle dealers on the New York State Office of General Services Vehicle Marketplace.
  - *Creating EV-Ready Towns and Cities: A Guide to Planning and Policy Tools* highlights best practices and introduces policy options for public officials and private-sector leaders seeking to prepare their communities, jurisdictions, state, or organizations for electric cars.

SOLARIZE Benefits

- Solar electric systems offer several advantages:
  - No GHG generation.
  - Offsets upfront installation costs with **immediate savings**.
  - Little required maintenance—panels often last longer then 20 years.
  - Provide power during outages if combined with battery backup systems.
  - Community Distributed Generation, or Shared Solar, offers these benefits to those who cannot put solar on their property.
- Municipalities that run a Solarize campaign can expect to:
  - Save property owners money with bulk purchasing.
  - Support good local jobs in the solar industry.
- Solarize Westchester, to date, has resulted in 400+ residential and commercial solar installations totaling 3.8 megawatts of capacity.
  - 14 municipalities participated.
  - 8 municipalities adopted the NYS Unified Solar Permit; 9 adopted other solar-friendly changes to their permit processing procedures.

SOLARIZE
What is it?

- NYSERDA's Community Solar NY program supports community Solarize projects.
- Solarize is a short term (approx. 6-9 months), local effort that brings together groups of potential solar customers through widespread outreach and education
- Solarize campaigns help customers choose a designated solar installer(s) that offers competitive, transparent pricing, and quality installations.
- Solarize campaigns typically lower the cost of solar 10% to 20%. The more customers who sign up, the greater the savings.
- To complete the Solarize high impact action, municipalities must:
  - Demonstrate direct municipal participation in a recently completed Solarize campaign.
  - Provide a list of at least 10 local solar customer that resulted from the Solarize campaign.

  OR
  - Work with NYSERDA to plan and implement a new Solarize campaign.
  - Provide a list of at least 10 local solar customer that resulted from the Solarize campaign.

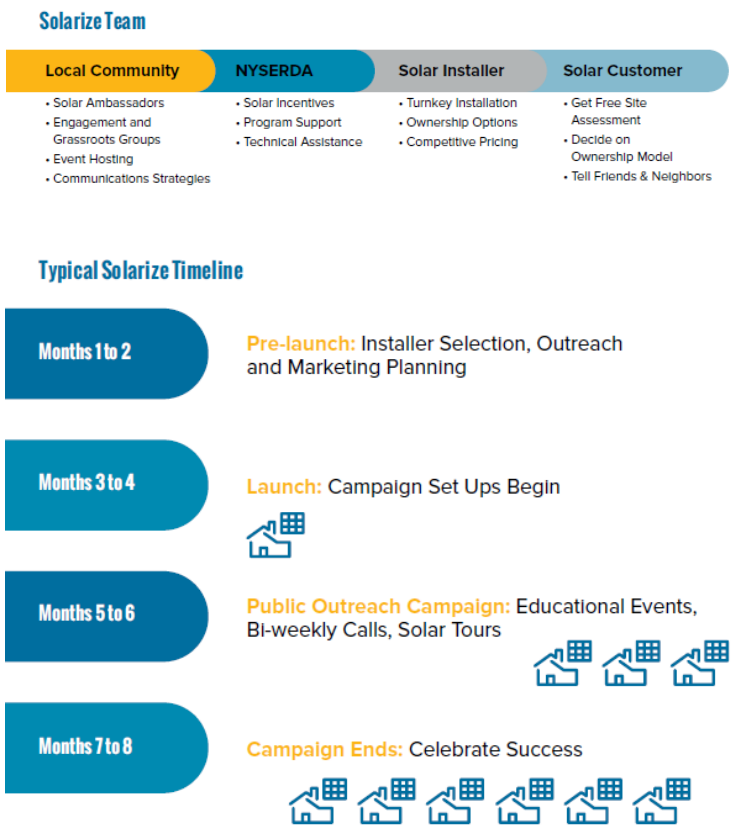
SOLARIZE Eligibility & Requirements

All communities are eligible to pursue this high impact action. Demonstrate completion of this action by submitting either of the following documentation.

- For *prior* Solarize campaigns, demonstrate direct municipal participation in previous rounds of NYSERDA Community Solar NY.
  - Solarize campaign must have been launched after January 1, 2014.
  - Documentation may include commitment letter submitted with Community Solar NY application, press release, event flyers within jurisdiction, Solarize website screenshot, newspaper article, or adopted resolution.
  - List of at least 10 Solarize campaign customers within jurisdiction.
- For *new* Solarize campaigns, contact NYSERDA to ensure all requirements are met to earn credit for this action. Additional submission documentation includes:
  - Attendance at a PV Trainers Network workshop.
  - Completed Solarize Campaign Scoping Document.
  - List of at least 10 Solarize campaign customers within jurisdiction.

SOLARIZE Project Implementation

- Team up with individuals, organizations, and nearby jurisdictions willing and able to conduct community-wide education and outreach around solar energy.



- Implementation assistance:
  - Community Solar NY website provides a variety of materials useful for implementing a new Solarize campaign.
  - NYSERDA's PV Trainers Network provides a number of on-site training courses and one-on-one TA to communities.
  - *Community Solar NY: 2017 Resource Guide for Solar Campaign Success* and *Creating and Implementing Your Solarize Campaign Video* provide step-by-step guidance for completing a campaign.
  - The NY-SUN Solarize RFP Template provides clear guidelines and expectations for solar installers interested in participating in a campaign.

NEW YORK STATE OF OPPORTUNITY. NYSERDA Supported

UNIFIED SOLAR PERMIT
Benefits

- Municipalities that adopt a Unified Solar Permit can expect to:
  - Increase the quality and accuracy of applications from installers.
  - Handle a larger number of solar permits more efficiently.
  - Help applicants get through the permitting process quickly!
  - Offer fair, flat fees for small-scale solar electric installations.
  - **Support the local solar industry**: solar energy installations valued at $13.7 billion in 2013.
- Municipalities that adopt the permit are eligible for financial awards through the Streamlined PV Permitting to implement new procedures.
  - Communities with under 30,000 residents can receive $2,500
  - Communities with 30,000+ residents can receive $5,000
- To date, 21 communities in the Mid-Hudson Region have adopted the Unified Solar Permit, with an additional 102 communities state-wide.

UNIFIED SOLAR PERMIT
What is it?

- The Unified Solar Permit is a standardized permit application designed to streamline the approval process for installing solar in the community.
- The standardized permit is expected to cut costs by creating a uniform permitting process in municipalities across the State.
- As municipalities adopt the permit, installers and municipalities will save time and resources permitting solar electric systems.
- An expedited process allows standard systems to pass quickly though the jurisdictional review process.
  - Decreases overall installation time for customers.
  - Allows non-standard systems necessary time for detailed review.
- To complete the Unified Solar Permit high impact action, municipalities must:
  - Approve legislation to adopt the permit.

UNIFIED SOLAR PERMIT
Eligibility & Requirements

Communities that can issue building permits are eligible to pursue this high impact action.

Demonstrate completion of this action by submitting either of the following documentation.

Note:

- Unified Solar Permit applies to small-scale solar installations of 25kW or less for roof-mounted and ground-mounted residential and commercial solar.

Requirements:

- Submit a copy of the eligibility notification email from NYSERDA indicating eligibility to receive the Streamlined Permitting PV incentive (formerly Cleaner, Greener Communities Category 1).

Or

- Submit a copy of NYSERDA's official list of communities that have adopted the Unified Solar Permit showing your municipality.

UNIFIED SOLAR PERMIT
Project Implementation

Streamlined PV Permitting Application:

- Submit application through the CFA by September 30, 2019.
- Applications must be submitted after all work has been completed with all relevant documentation attached.
- Relevant document:
  - Verification of municipality's population size.
  - Copy of municipality's resolution adopting permitting process and permit for use.
  - Copy of the officially adopted permit.

Resources:

- NYSERDA's PV Trainers Network provides on-site training courses and one-on-one technical assistance to communities.
- *NY-Sun Solar Guidebook*: Helps municipalities understand and streamline the PV permitting and inspection processes to ensure efficiency, transparency, and safety.
- *Jurisdictional Guide to Permit Adoption*: Provides guidance on adoption and incentive process for the Unified Solar Permit.
- *New York State Model Solar Energy Law*: Assists communities with adopting zoning provisions that promote solar energy systems while protecting community character and the environment.

ENERGY CODE ENFORCEMENT TRAINING
Benefits

- There is significant opportunity for energy savings through improved Energy Code compliance. Buildings represent roughly 60% of New York's total energy consumption.
- Receive **free on-the-job training**.
- Focus on the practical application of the code.
- Save energy at a community-wide scale.
- Municipalities that participate in Energy Code Enforcement Training:
  - Can learn about the Energy Code in the context of its practical application on active construction projects.
  - Can follow up the training module with a NYSERDA Energy Code Essentials training course.

ENERGY CODE ENFORCEMENT TRAINING
What is it?

- The Energy Code is a minimum building standard for energy efficiency.
- The Energy Code is applicable to new construction and renovation of commercial and residential buildings in New York State.
- The Energy Code is a complex document and one of nine building codes in New York State, making implementation and enforcement complex and time consuming.
- To complete the Energy Code Enforcement Training high impact action, municipalities' code enforcement officials must complete the Energy Code Enforcement Training module.

ENERGY CODE ENFORCEMENT TRAINING

Eligibility & Requirements

Communities that can issue building permits are eligible to pursue this high impact action.

Demonstrate completion of this action by accomplishing the following steps.

- Enroll in Clean Energy Communities Energy Code Enforcement Training Module by emailing cec@nyserda.ny.gov.
- Take part in preliminary meeting between NYSERDA training provider, the local code enforcement officer, and at least two other municipal officials.
- Take part in collaborative plans review and joint onsite inspection of two (2) building projects in the municipality.
- Receive notification of completion email from NYSERDA Training Provider.
- Submit a copy of this notification of completion email to earn credit for this action.

CLIMATE SMART COMMUNITIES CERTIFICATION
Benefits

- Municipalities that pursue Climate Smart Communities Certification can expect to:
  - Develop a comprehensive climate action program.
  - Help communities become more resilient to extreme weather.
  - Improve operations and infrastructure.
  - Increase energy independence and security.
  - Help NYS reduce GHG emissions by up to 80% by 2050.
  - Be better positioned for funding.
  - Receive recognition for leadership.
- To date, 65 communities in the Mid-Hudson Region have pledged to be Climate Smart Communities, with more than 187 statewide.

CLIMATE SMART COMMUNITIES CERTIFICATION

What is it?

- The CSC program provides local governments with a flexible framework to guide their climate actions.
- The certification program is designed around 10 Pledge Elements.
  - Pledge to be a Climate Smart Community
  - Set goals, inventory emissions, plan for climate action
  - Decrease community energy use
  - Increase community use of renewal energy
  - Realize benefits of recycling and other climate-smart solid waste management practices
  - Reduce GHG emissions through climate-smart land-use tools
  - Enhance community resilience
  - Support development of a green innovation economy
  - Inform and inspire the public
  - Commit to an evolving process for climate action
- Communities can choose from 130+ individual actions to earn points towards certification at 4 award levels: Certified, Bronze, Silver, Gold.
- To complete the Climate Smart Communities Certification high impact action, municipalities must:
  - Meet the requirements to become a certified Climate Smart Community at the Certified, Bronze, Silver, or Gold level.
  - Be listed as certified at www.dec.ny.gov/energy/56876.html.

CLIMATE SMART COMMUNITIES CERTIFICATION

Eligibility & Requirements

All communities are eligible to pursue this high impact action.

Demonstrate completion of this action by submitting the following documentation.

- Submit documentation that demonstrates that your community has been listed as a Certified Climate Smart Community at the certified, bronze, silver or gold level on the NYSDEC website: www.dec.ny.gov/energy/56876.html.

CLIMATE SMART COMMUNITIES CERTIFICATION

Project Implementation

- Pass a resolution adopting the CSC Pledge.
- Appoint a Climate Smart Community coordinator.
- Identify completed actions using the CSC Certification Workbook.
- Identify the Climate Smart Community Certification level your community will pursue.
- Confirm the minimum Pledge Elements and required Priority Actions your community must complete toward Certification.
- Confirm which additional Priority Actions your community must complete.
- Identify the minimum Performance / Innovation Points required.
- Track your actions on the CSC Certification Workbook.
- Compile documentation for each action within the CSC Certification Documents Folder (electronic).
- Complete the CSC Submittal Form and submit it, along with the required documentation for actions completed, to ClimateChange@dec.ny.gov.

COMMUNITY CHOICE AGGREGATION Benefits

- CCA has the potential to simultaneously **deliver lower monthly bills and cleaner energy** for your constituents.
- Municipalities that pursue Community Choice Aggregation can expect to:
  - Exercise more local control over energy resources.
  - Improve customer choice and value.
  - Spur clean energy innovation and investment by increasing the percentage of renewables in the fuel mix.
  - Protect the environment.
- Sustainable Westchester initiated the Westchester Power CCA in 2016. It supplies approx. 100,000 electrical customers in 20 participating municipalities in Westchester County.
  - 14 municipalities opted to provide 100% renewable energy to eligible customers within their jurisdictions.
  - 500 million kWh of 100% renewable power provided.
  - Approx. $5 million in savings over 3 years.
  - Carbon footprint cut by 300,000 tons.

COMMUNITY CHOICE AGGREGATION
What is it?

- CCA allows participating local governments to procure energy supply service and DERs for eligible energy customers in a jurisdiction.
- Customers can opt out of procurement, but maintain transmission and distribution services from existing Distribution Utility.
- Local governments can work together through shared purchasing model to put out for bid the total electricity and/or natural gas being purchased by customers within the jurisdictional boundaries of participating municipalities.
- Communities build clout to negotiate lower rates with private suppliers and are able to choose cleaner energy.
- The utility remains responsible for energy delivery and billing.
- To complete the Community Choice Aggregation high impact action, municipalities must:
  - Adopt legislation authorizing the municipality to participate in a CCA program.
  - Must contract with an energy supplier to provide 100% clean, renewable energy to all participating customers.

HUDSON VALLEY REGIONAL COUNCIL
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COMMUNITY CHOICE AGGREGATION
Eligibility & Requirements

Villages, towns, and cities are eligible to pursue this high impact action.

County governments may act as CCA administrators, but are not authorized to create a CCA independently of the villages, towns, and cities within the county.

Demonstrate completion of this action by submitting the following documentation.

- Submit a copy of the adopted legislation authorizing the municipality's participation in an opt-out CCA program.
- Submit a copy of an executed electric service agreement between the applying jurisdiction and an ESCO to supply electricity to participating customers.
- Electric service agreement must offer customers an opt-out option that is 100% renewable clean energy product mix, to be produced in North America and certified by Green-e.

COMMUNITY CHOICE AGGREGATION
Project Implementation

- Consider teaming up with other nearby municipalities and allowing a local or regional group administer the CCA program.
- CCA programs are authorized subject to the Public Service Commission's approval of the:
  - CCA Implementation Plan
  - CCA Data Protection Plan
  - Certifications of local authorization
- The Public Service Commission Order provides the authorizing framework for the CCA Opt-Out Program.
- Available tools on NYSERDA's CEC website:
  - Implementation Plan Template
  - CCA Authorizing Legislation Template
  - MOU Template – third-party CCA administration
  - Inter-Municipal Agreement Template – municipal CCA administration
  - Opt-Out Letter Template

COMMUNITY CHOICE AGGREGATION
Additional Notes

- Scope of Program
  - CCA programs may aggregate electric and/or gas supply.
  - CCA programs may aggregate or integrate into their programs energy efficiency and distributed energy resources, like solar.
  - Municipalities are not permitted to allocate a portion of the CCA customer payments to a clean energy or public benefit fund.
- CCA programs are not limited to contracting with only one ESCO.
- Regardless of CCA administration, municipalities remain responsible for:
  - CCA program operation's compliance with legal requirements
  - Residents' interests being served
  - Protection of customer information
- CCA administrators:
  - May request aggregated data after PSC approval.
  - Must provide information and education to potential CCA customers a minimum of 2 months.
  - Can collect funds to pay for administrative costs associated with running the CCA program.
  - Are responsible for providing annual reporting.

ENERGIZE NY FINANCE
Benefits

- Energize NY Finance enables eligible commercially-owned buildings to secure funds to tackle significant energy upgrades and renewable energy projects.
- Property owners can **finance up to 100% of project costs** with fixed-rate financing for up to 20 years.
- $1.25 billion value of potential upgrade work needed in Mid-Hudson Region can create 11,000 jobs.
- Municipalities that adopt legislation establishing an Energize NY Finance program can expect to:
  - Help business and nonprofits save money with energy-saving upgrades.
  - Provide financing to improve the local building stock.
  - Spark new energy efficiency and solar projects.
  - Lower emissions and pollution.
- North Salem's Robson House instituted energy efficiency upgrades to reduce energy cost burdens.
  - Energy bills were reduced 31% annually.
  - Project was entirely cash flow positive.

ENERGIZE NY FINANCE
What is it?

- Energize NY Finance or PACE Financing allows property owners to pay back cost of clean energy upgrades to commercial or non-profit properties through a special charge on property tax bill.
- EIC offers the financing. EIC is a local development corporation and a NYS nonprofit that assists municipalities with the establishment of a program to help property owners achieve long-term energy savings and/or generate renewable power for on-site use.
- To complete the Energize NY Finance high impact action, municipalities must:
  - Adopt legislation establishing an Energize NY Finance program.
  - Become a member of the Energy Improvement Corporation.

ENERGIZE NY FINANCE
Eligibility & Requirements

All eligible communities can pursue this high impact action.

Demonstrate completion of this action by submitting the following documentation.

Eligibility:

- In NYS, counties and cities. Exception, Westchester County.
- Cities without foreclosing authority cannot join.
- In Westchester County, local jurisdictions must pursue due to tax lien authority being held at local levels.
- Municipalities must have at least an "A" credit rating.

Requirements:

- Submit a copy of the adopted legislation authorizing the municipality to establish an Energize NY Finance Program.
- Submit a copy of an executed EIC Municipal Agreement.
- Submit a copy of a letter confirming EIC membership.

CLEAN ENERGY COMMUNITIES Funding Levels

- In each NYS Economic Development Region, funding is available to support additional clean energy projects.

Municipality Size by Population	Tier 1 Awards Number of Awards in each Economic Development Region and Amount		Tier 2 Awards Number of Awards in each Economic Development Region and Amount	
Large (40,000+)	2	$250,000	2	$150,000
Small/Medium (0-39,999)	4	$100,000	10	$50,000

- A total of 18 grants are available to designated CEC on a first-come-first-served basis until the funds are exhausted.
- Tier 1 Awards are awarded until exhausted, followed by Tier 2 Awards.
- No local cost share is required.
- Grantees shall collect the required metrics to measure anticipated benefits from CEC projects.
- NYSERDA reserves the right to adjust funding levels and eligibility criteria as necessary to ensure the success of the program.

CLEAN ENERGY COMMUNITIES Accessing Funding

- On receipt of an email confirming designation, municipalities have 3 months to submit a project proposal through an online application.
- Selection Criteria—NYSERDA is seeking proposals for projects or initiatives that:
  - Present a thorough, sound, detailed approach to accomplishing the objectives of the proposal in a reasonable timeframe.
  - Achieve a positive direct impact on energy use and GHG emissions
  - Accomplish other sustainability benefits.
  - Collaborate with other municipalities and transfer knowledge to the broader region and state.
  - Include an innovative and/or replicable approach.
  - Leverage public and private dollars and/or generate economic development benefits.
  - Applicants must earn a minimum of 50% of selection criteria points to be eligible for funding.
- Projects must be ready to begin within 6 months of NYSERDA's award notification.
- Projects must be completed within 3 years of contract execution.

HUDSON VALLEY REGIONAL COUNCIL Technical Support

- Assist YOUR community with becoming a Clean Energy Community through:
  - On-demand technical assistance
  - Step-by-step guidance
  - Case studies
  - Model ordinances
  - Project development support
  - Tools and resources
- Facilitate YOUR CEC designation by presenting CEC Program to YOUR community leaders and stakeholders, business owners, and general public.
- Provide and connect YOU with pertinent educational seminars and trainings.
- Connect YOU with technical staff from organizations and businesses that will help YOU become a designated CEC.

CLEAN ENERGY COMMUNITIES Program Education

- Quarterly newsletters
- Quarterly webinars
- Quarterly workshops
- Case studies
- Video interviews
- Live stream meetings
- Toolkits

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Resolution No. ___ of 2017, a resolution adopting Energy Benchmarking Policy Requirements for Certain Municipal Buildings in the City of Newburgh.

WHEREAS, *buildings are the single largest user of energy in the State of New York, and the poorest performing buildings typically use several times the energy of the highest performing buildings, for the exact same building use; and*

WHEREAS, *this Local Policy will use Building Energy Benchmarking to promote the public health, safety, and welfare by making available good, actionable information on municipal building energy use to help identify opportunities to cut costs and reduce pollution in the [Name of Municipality]; and*

WHEREAS, *collecting, reporting, and sharing Building Energy Benchmarking data on a regular basis allows municipal officials and the public to understand the energy performance of municipal buildings relative to similar buildings nationwide; and*

WHEREAS, *equipped with this information, the City of Newburgh will be able to make smarter, more cost-effective operational and capital investment decisions, reward efficiency, and drive widespread, continuous improvement.*

WHEREAS, the following definitions will apply:

(1) "Benchmarking Information" shall mean information generated by Portfolio Manager, as herein defined including descriptive information about the physical building and its operational characteristics.

(2) "Building Energy Benchmarking" shall mean the process of measuring a building's Energy use, tracking that use over time, and comparing performance to similar buildings.

(3) "Commissioner" shall mean the head of the Department.

(4) "Covered Municipal Building" shall mean a building or facility that is owned and occupied for a Municipal Use by the City of Newburgh that is 1,000 square feet or larger in size.

(5) "Department" shall mean the Department of Planning and Development.

(6) "Energy" shall mean electricity, natural gas, steam, hot or chilled water, fuel oil, or other product for use in a building, or renewable on-site electricity generation, for purposes of providing heating, cooling, lighting, water heating, or for powering or fueling other end-uses in the building and related facilities, as reflected in Utility bills or other documentation of actual Energy use.

(7) "Energy Performance Score" shall mean the numeric rating generated by Portfolio Manager that compares the Energy usage of the building to that of similar buildings.

(8) "Energy Use Intensity (EUI)" shall mean the kBTUs (1,000 British Thermal Units) used per square foot of gross floor area.

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(9) “Gross Floor Area” shall mean the total number of enclosed square feet measured between the exterior surfaces of the fixed walls within any structure used or intended for supporting or sheltering any use or occupancy.

(11) “Portfolio Manager” shall mean ENERGY STAR Portfolio Manager, the internet-based tool developed and maintained by the United States Environmental Protection Agency to track and assess the relative Energy performance of buildings nationwide, or successor.

(12) “Utility” shall mean an entity that distributes and sells Energy to Covered Municipal Buildings.

(13) “Weather Normalized Site EUI” shall mean the amount of Energy that would have been used by a property under 30-year average temperatures, accounting for the difference between average temperatures and yearly fluctuations; and

WHEREAS, this Local Policy is applicable to all Covered Municipal Buildings as defined in item 4 above of this Local Policy; and

WHEREAS, the Commissioner may exempt a particular Covered Municipal Building from the benchmarking requirement if the Commissioner determines that it has characteristics that make benchmarking impractical; and

WHEREAS, no later than December 31, 2017, and no later than May 1 every year thereafter, the Commissioner or his or her designee shall enter into Portfolio Manager the total Energy consumed by each Covered Municipal Building, along with all other descriptive information required by Portfolio Manager for the previous calendar year; and

WHEREAS, for new Covered Municipal Buildings that have not accumulated 12 months of Energy use data by the first applicable date following occupancy for inputting Energy use into Portfolio Manager, the Commissioner or his or her designee shall begin inputting data in the following year; and

WHEREAS, the Department shall make available to the public on the internet Benchmarking Information for the previous calendar year:

(a) no later than December 31, 2017 and by September 1 of each year thereafter for Covered Municipal Buildings; and

WHEREAS, the Department shall make available to the public on the internet and update at least annually, the following Benchmarking Information:

(a) Summary statistics on Energy consumption for Covered Municipal Buildings derived from aggregation of Benchmarking Information; and

(b) For each Covered Municipal Building individually:

(i) The status of compliance with the requirements of this Local Policy; and

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(ii) The building address, primary use type, and gross floor area; and

(iii) Annual summary statistics, including site EUI, Weather Normalized Source EUI, annual GHG emissions, and an Energy Performance Score where available; and

(iv) A comparison of the annual summary statistics (as required by this Local Policy) across calendar years for all years since annual reporting under this Local Policy has been required for said building; and

WHEREAS, the Department shall maintain records as necessary for carrying out the purposes of this Local Policy, including but not limited to Energy bills and other documents received from tenants and/or Utilities. Such records shall be preserved by the Department for a period of three (3) years; and

WHEREAS, the Commissioner or his or her designee shall be the Administrator of this Local Policy; and

WHEREAS, the Administrator of this Local Policy may promulgate procedures necessary for the administration of the requirements of this Local Policy; and

THEREFORE BE IT RESOLVED THAT within thirty days after each anniversary date of the effective date of this Local Policy, the Administrator of the Benchmarking Policy shall submit a report to City Council including but not limited to summary statistics on Energy consumption for Covered Municipal Buildings derived from aggregation of Benchmarking Information, a list of all Covered Municipal Buildings identifying each Covered Municipal Building that the Commissioner determined to be exempt from the benchmarking requirement and the reason for the exemption, and the status of compliance with the requirements of this Local Policy; and

BE IT ALSO RESOLVED THAT this Local Policy shall be effective immediately upon adoption by the City Council and a copy of this resolution shall be provided to the Department of Planning and Development.

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RESOLUTION NO.: 51 -2017

OF

FEBRUARY 27, 2017

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO ASTON BAILEY TO THE PREMISES KNOWN AS 177 BROADWAY (SECTION 36, BLOCK 1, LOT 5)

WHEREAS, on May 6, 1996, the City of Newburgh conveyed property located at 177 Broadway, being more accurately described on the official Tax Map of the City of Newburgh as Section 36, Block 1, Lot 5, to Aston Bailey; and

WHEREAS, on March 30, 2005, Aston Bailey conveyed 177 Broadway to Alpha Property Management and Construction Real Estate Company Inc., and

WHEREAS, the City's records reflect subsequent conveyances from Alpha Property Management and Construction Real Estate Company Inc. to Belius Bernabe and from Belius Bernabe to All Budjet Taxi Co. Inc., and

WHEREAS, on February 6, 2017, All Budjet Taxi Co. Inc., conveyed the property to Applewood Acres, Inc.; and

WHEREAS, Applewood Acres, Inc., by their attorney, have requested a release of the restrictive covenants contained in the deed from the City of Newburgh to Aston Bailey; and

WHEREAS, the statute of limitations for enforcing the deed covenants contained in the 1996 deed from the City to Mr. Bailey has expired; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development that such release be granted;

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 of restrictive covenants contained in the aforementioned deed in substantially the same form as annexed hereto and made a part of this resolution.

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 177 Broadway, Section 36, Block 1, Lot 5, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated May 6, 1996, from the CITY OF NEWBURGH to ASTON BAILEY, recorded in the Orange County Clerk's Office in Liber 4395 of Deeds at Page 60 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: _____, 2017

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2017

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

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, 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.: 52 - 2017

OF

FEBRUARY 27, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGERTO EXECUTE A SATISFACTION IN CONNECTION WITH MORTGAGE ISSUED TO CHARLES A. STEWART FOR PREMISES LOCATED AT 345 BROADWAY (SECTION 34, BLOCK 2, LOT 13)

WHEREAS, by Resolution No.: 105-2010 of May 10, 2010, this Council authorized the acceptance and assumption of all the assets and liabilities of the Newburgh Community Development Agency ("NCDA"), all without consideration, pursuant to Section 554(19) of the General Municipal Law; and

WHEREAS, Resolution No.: 105-2010 of May 20, 2010, further authorized the Acting City Manager to execute and accept delivery of any and all deeds, assignments, instruments, agreements, and any and all other necessary documents to effect such acceptance and assumption by the City; and

WHEREAS, by an Assignment and Assumption of Mortgage Without Covenant between the NCDA f/k/a the Newburgh Urban Renewal Agency to the City of Newburgh, executed on November 15, 2010, and recorded in the Orange County Clerk's Office on November 22, 2010, included a mortgage issued to Charles A. Stewart for premises located at 345 Broadway (Section 34, Block 2, Lot 13) in the principal sum of Fifteen Thousand ($15,000.00) Dollars; and

WHEREAS, in 2003, the principal amount of the loan was reduced to Ten Thousand Five Hundred ($10,500.00) Dollars; and

WHEREAS, the terms of the mortgage instrument have been satisfied by the mortgagor, and the issuance of a Release of Part of Mortgaged Premises, a copy of which is annexed hereto, is necessary and appropriate; and

WHEREAS, this Council has determined that executing said Satisfaction as successor in interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency 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 the attached Release of Part of Mortgaged Premises in connection with a mortgage issued to Charles A. Stewart for premises located at 345 Broadway (Section 34, Block 2, Lot 13).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, as Successor in Interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

MORTGAGE bearing the date of June 1, 2000, made by Charles E. Stewart to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, given to secure payment of the principal sum of $15,000.00, and duly recorded in the office of the recorded in the Office of the Orange County Clerk on the 8th day of June in the year 2000, in Liber 7816, Page 153, Serial Number CR002662, Mtg. Cntl. No.; and

further described in Assignment and Assumption of Mortgage Without Covenant from the Newburgh Community Development Agency formerly known as the Newburgh Urban Renewal Agency to the City of Newburgh, dated the 15th day of November in the year 2010, and recorded on the 22nd day of November in the year 2010, in Book 13085 Page 0863.

Dated: November _____, 2017

CITY OF NEWBURGH

_____

By: Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2017

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

On the_____ day of_____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, 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 person upon behalf of which the individual acted, executed the instrument.

_____

Notary Public

RECORD & RETURN TO:

RESOLUTION NO.: 53 - 2017

OF

FEBRUARY 27, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION 2016 URBAN FORESTRY PROGRAM GRANT ROUND 13 IN THE AMOUNT OF $50,000.00 FOR GREENING SOUTH WILLIAM STREET PROJECT

WHEREAS, the Conservation Advisory Council has requested that the City of Newburgh apply for and accept if awarded a New York State Department of Environmental Conservation 2016 Urban and Community Forestry Program Grant (DEC01-UCF2-2016) for tree planting and tree maintenance projects in the amount of $50,000.00; and

WHEREAS, such grant funds will be used for activities in connection with the Greening South William Street Project including removing dead and dying trees from Robinson Avenue/Route 9W past the Armory Unity Center and replacing with appropriate trees for under utility wires along the south side of South William Street and shade trees along the north side of South William Street; and

WHEREAS, the grant requires a 25% City match which can be in the form of in-kind services of City equipment and employees; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Department of Environmental Conservation 2016 Urban and Community Forestry Grant Round 13 Program Grant (DEC01-UCF2-2016) in the amount of $50,000.00 for the Greening South William Street Project, with thanks to the Conservation Advisory Council; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

CAC Application for 2017 DEC Urban Community Forestry Grant
DEC01 – UCF2-2016
Tree Planting: S. William Street

Name of Project:	**Greening South William Street**
Amount Requested:	**$50,000**
Match:	**25% ($12,500)**
Eligible Match:	**in-kind contributions (e.g., equipment, supplies, salaries, services) or other non-state/non-federal funding sources**
Project Timeline	**2-years to complete; a 1-year extension may be permitted**
Due Date:	**Wednesday, March 1, 2017**

Background: As far back as 2009, the Shade Tree Commission had identified S. William Street as a block in dire need of re-foresting. The trees are extremely unhealthy from severe pruning and old age. We envisioned the project to occur at the same time that the Armory was being repurposed into the Unity Center in 2010. Sufficient funding wasn't available, and there were no stakeholders to support the project.

S. William Street Today: Community activity on the block has grown significantly, and the street is highly visible to hundreds of residents and visitors. There are many significant stakeholders: The Newburgh Armory Unity Center, Orange Medical offices and pharmacy, Bliss Kitchen on the south side, and the City's Recreation Department & Playing fields on the north side. The organizations on this block serve a great number of our citizens, especially our children. The block is a source of community pride, except for the trees!

Major Improvement at Little Cost: With the $12,500 match (which can be in-kind services) this becomes a $62,500 project. It will: create a visual source of community pride, improve air quality, provide shade, increase aviary habitat, improve stormwater management, and significantly improve the quality of life in the neighborhood.

Project Implementation

- Remove trees on the south side & enlarge tree pits to 4'x 6', per new code
- Replace adjacent sidewalks, using structural soil and BMPs per new code
- South side plant 16 trees suitable for under utility wires; north side plant 8 shade trees on the north side

Tree removal may involve Central Hudson as well as DPW. Due to limited DPW staff, we propose to hire an outside contractor/s for enlarging tree pits, sidewalk repairs and planting new trees. CAC will oversee tree selection with the input of the DEC Region 3 Urban Forester as required under the grant.

Community Support
The CAC has met with the Planning Department. This project aligns with other Planning Department initiatives in the area. We have asked community stakeholders for Letters of Support. There are collaborative opportunities with the Newburgh Armory Unity Center to involve youth in greening the neighborhood.

RESOLUTION NO.: 54 - 2017

OF

FEBRUARY 27, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION 2016 URBAN FORESTRY PROGRAM GRANT ROUND 13 IN THE AMOUNT OF $20,000.00 TO IMPLEMENT A TREE MAINTENANCE PLAN

WHEREAS, the Conservation Advisory Council has requested that the City of Newburgh apply for and accept if awarded a New York State Department of Environmental Conservation 2016 Urban and Community Forestry Program Grant (DEC01-UCF2-2016) for tree planting and tree maintenance projects in the amount of $20,000.00; and

WHEREAS, such grant funds will be used to engage a contractor to perform activities in connection with implementing a plan providing for regular maintenance of trees planted in the last 5 years which are in good condition and require regular pruning; and

WHEREAS, the grant requires a 25% City match which can be in the form of in-kind services of City equipment and employees; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Department of Environmental Conservation 2016 Urban and Community Forestry Grant Round 13 Program Grant (DEC01-UCF2-2016) in the amount of $20,000.00 to implement a plan for tree maintenance, with thanks to the Conservation Advisory Council; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

CAC Application for 2017 DEC Urban Community Forestry Grant
DEC01 – UCF2-2016
Tree Maintenance

Name of Project:	**Young Street Tree Maintenance Program**
Amount Requested:	**$20,000**
Match:	**25% ($4,000)**
Eligible Match:	**in-kind contributions (e.g., equipment, supplies, salaries, staff, services) or other non-state/non-federal funding sources**
Project Timeline	**2-years to complete**
Due Date:	**Wednesday, March 1, 2017**

Background: In 2015 Davey Resource Group completed a citywide tree inventory, using a DEC grant secured by the CAC. Over 8000 trees were inventoried and are in the City's database. The purpose of the inventory was to assess the current tree population and its maintenance needs. Annual maintenance and budget projections are developed from the baseline. (See suggested *Tree Management Plan)* Priority needs are being successfully addressed by the DPW to remove hazardous trees. The inventory also identified green ash trees susceptible to the EAB; DPW has begun removing infected trees.

Training & Small Tree Maintenance: We must not ignore the young trees planted within the past 5-7 years while the DPW addresses the more urgent needs of trees . Performing regular inspections and pruning, we can expect each young to attain its lifetime genetic potential. The tree inventory enables us to identify these trees. However, because of limited DPW qualified staff and time, the regular street tree maintenance can't be addressed. This grant would allow the City to hire professional arborists to fulfill the need.

Maintenance at Little or no Cost: With the $5,000 match (which can be in-kind services) we can secure $25,000 worth of street tree maintenance, while the DPW continues to tackle stump removals and grinding, and immediate tree needs. The value of every properly-maintained tree increases over time.

Project Implementation

- We will use CAC records of all the trees we have planted over the past 5-7 years and identify them in the inventory.
- Using this list we will create an RFP to professional tree companies to bid on performing the maintenance. The DPW will be oversee the successful bidder. Part of the RFP requirement will be the company's ability to use tree inventory software to update the data as they work.

For information on the Tree Maintenance Program, please visit the CAC webpage, where it is uploaded.

RESOLUTION NO.: 55 - 2017

OF

FEBRUARY 27, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES UNDER THE GUN INVOLVED VIOLENCE ELIMINATION ("GIVE") PARTNERSHIP TO ENHANCE LAW ENFORCEMENT IN THE CITY OF NEWBURGH TO ACHIEVE SUSTAINED, LONG-TERM CRIME REDUCTION IN AN AMOUNT NOT TO EXCEED $428,000.00 WITH NO CITY MATCH FOR THE PERIOD JULY 1, 2017 TO JUNE 30, 2018

WHEREAS, the City of Newburgh wishes to apply for and accept a Grant Award in an amount not to exceed $428,000.00 under the Division of Criminal Justice Services Gun Involved Violence Elimination ("GIVE") Partnership; and

WHEREAS, the GIVE Grant Program provides funding to the the City of Newburgh for the Group Violence Intervention and Hotspot Policing Strategies and will continue to support emerging hotspot patrols, long term hotspot foot patrols, investigations of shootings/homicides involving identified group members, the Youth and Police Initiative, the Crime Analyst position and a field intelligence officer position and partially fund an investigator position; and

WHEREAS, the Program funding shall be for New York State fiscal year beginning July 1, 2017 and ending June 30, 2018; and

WHEREAS, the Program will enhance enforcement and prosecution efforts against crime in the City of Newburgh and no City matching funds are required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, this Council has determined that accepting such funding is in the best interests of the City of Newburgh and the safety of its residents and visitors alike;

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 apply for and accept if awarded a grant award from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") Partnership, in an amount not to exceed $428,000.00 with no City match required for New York State Fiscal Year beginning July 1, 2017 and ending June 30, 2018, to be used to carry out the program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:
Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: Gun Involved Violence Elimination (GIVE) IV.	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Daniel C. Cameron Chief of Police
NAME OF GRANT/NAME OF AWARDING AGENCY: New York State D.C.J.S.	GRANT SUBMITTAL DATE: February 22, 2017	AMOUNT OF AWARD: Up to $428,000.00
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) NO	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: NONE	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN: The City of Newburgh Police will utilize The GIVE IV funding to continue the Group Violence Intervention and Hotspot policing Strategies. The funding provides for emerging hotspot patrols, funding for long term hotspot foot patrols, funding for investigations of shooting/homicides involving identified group members, funding for the Youth & Police initiative, funding for a crime analyst position, funding for a field intelligence officer position and partial funding of an investigator position.

Scope of Project:

Project Timeline: (ex. Dates) **GIVE IV begins July 1, 2017 and ends June 30, 2018**

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO: N/A

COMMENTS:

City of Newburgh

GRANT APPLICATION FORM

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS: n/a

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER SIGNATURE: Kathryn Mack

DATE: 2/17/17

NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER SIGNATURE:

DATE:

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL SIGNATURE:

DATE: 2/21/17

City of Newburgh

GRANT APPLICATION FORM

Resolution prepared for 2/23 WS + 2/27 Council Meeting

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

RESOLUTION NO.: 56 - 2017

OF

FEBRUARY 27, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED AN ORANGE COUNTY DEPARTMENT OF HEALTH HEALTHY ORANGE SCHOOLS AND COMMUNITIES PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED $5,000.00 REQUIRING NO CITY MATCH FOR THE RECREATION DEPARTMENT

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Department of Health Healthy Orange Schools and Communities Program ("Healthy Orange") is seeking applications from schools, worksites, community groups and organizations that would like to participate in Healthy Orange interventions; and

WHEREAS, Healthy Orange is an initiative through the Orange County Department of Health that addresses three simple but vital issues of improved nutrition, increased physical activity and movement, and a tobacco-free lifestyle to improve the overall health of Orange County residents; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded grant funding from the Orange County Department of Health for the Healthy Orange Program in an amount not to exceed $5,000.00; and

WHEREAS, the funding will be used to help support the Healthy Orange Basketball Program which is aimed at encouraging children in grades K–12 to get at least 60 minutes of physical activity each day; and

WHEREAS, no City matching funds is required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

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 apply for and accept if awarded an Orange County Department of Health Healthy Orange Schools and Communities Program Grant in an amount not to exceed $5,000.00 with no City match for the Recreation Department; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

COUNTY OF ORANGE

Request for Applications for
Healthy Orange Schools & Communities Interventions

A. Introduction:

1. The County of Orange, by and through the Orange County Department of Health's Healthy Orange Schools and Communities Program ("Healthy Orange"), is seeking applications from schools, worksites, community groups, and organizations that would like to participate in Healthy Orange interventions.

2. An Application Cover Sheet, a Healthy Orange Intervention Description Narrative, a Healthy Orange Intervention Action Worksheet, and Healthy Orange Intervention Budget Worksheet with Narrative Justification, must be submitted to the attention of Lauren Carroll with the subject line "RFA for Healthy Orange Schools and Communities Interventions" via email to lcarroll@orangecountygov.com or via facsimile to (845) 565-5279, by no later than 4:00 p.m., prevailing time, on Wednesday, March 8, 2017.

GENERAL INFORMATION

A. Procurement Lobbying Law Restricted Period for Communications: Pursuant to State Finance Law §139-j and §139-k, this Request for Applications ("RFA") includes and imposes certain restrictions on communications between the County and an applicant during the procurement process. An applicant is restricted from contacting other than designated staff from the earliest notice of intent to solicit applications through final award and approval of the procurement contract by the County Executive ("restricted period") unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). County employees are required to obtain certain information when contacted during the restricted period. The designated staff contact is Lauren Carroll, Telephone (845) 360-6683. Applicants responding to this RFA must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Application Cover Sheet included in this RFA.

B. Pay-to-Play Law: Please be advised that this RFA is subject to Orange County Local Law 13 of 2013 the "Pay-to-Play Law", as amended. Pay-to-Play Forms will be made available with this RFA. Form A must be included with all applications submitted in response to this RFA; Forms B and C will be required only if an applicant(s) is awarded a contract pursuant to this RFA. Applicants who fail to submit Form A will not have their applications considered. Both Forms B and C are required for execution of a contract by the County.

C. Questions: Questions can be submitted in writing to Lauren Carroll via email at lcarroll@orangecountygov.com or by facsimile at (845) 565-5279 by no later than 4:00 p.m. on February 10, 2017.

D. Term: The County anticipates that the term of any contract awarded pursuant to this RFA will be six (6) months.

E. Insurance Requirements: During the term of any contract resulting from this RFA, or longer if required, the successful applicant(s) shall maintain, at its expense, Worker's Compensation, disability and liability insurance policies of the types and minimum coverages specified in the contract template attached to this RFA. Certificates of insurance evidencing the successful applicant(s)'s compliance with these requirements will be required prior to execution of a contract by the County.

F. Form of Contract: Applicant(s) awarded a contract agree to execute the contract in the same form as the template attached to this RFA in the timeframe, if any, indicated in this RFA.

G. Submission of Applications: The items checked below must accompany all applications submitted in response to this RFA:

- ☑ Application Cover Sheet from this RFA
- ☑ All items listed in the "Application Submission Requirements" section of this RFA
- ☑ Supplier Application Packet (required prior to contract if applicant has not contracted with the County in the last twelve (12) months under its current business entity name and identification number). The Supplier Application Packet is not included in this RFA but is available at: http://www.orangecountygov.com/filestorage/124/1332/1392/Supplier_Application_Packet.pdf

H. Anticipated Timeline:

Request for Applications Circulated:	January 25, 2017
Questions Due:	February 10, 2017
Applications Due:	March 8, 2017
Applicant(s) Selected:	On/About March 22, 2017

SCOPE AND SPECIFICATIONS

A. Specifications:

1. The Orange County Department of Health's Healthy Orange Schools and Communities Program ("Healthy Orange") is seeking applications from schools, worksites, community groups, and organizations that would like to participate in Healthy Orange interventions. The applications are intended to act as a catalyst for the development and implementation of community action plan objectives that will lead to policy, system, or environmental changes in representative sectors of Orange County, including community based institutions, worksites, schools, health care facilities, and the community at large.

2. The following are suggestions for intervention project types which are eligible for 2017 Healthy Orange intervention grant awards:

(a) School or community concession stands offering healthier food and beverage options.

(b) Cafeteria "*Make-Over"* which can include, but is not limited to, improving food choices, signage, enhanced environmental aesthetics, or additional equipment purchases.

(c) Increase the opportunity for physical activity before, during, and after the school or work day. This may include, but is not limited to, activity equipment, appropriate curriculum/training/education, bike racks, walking programs, and signage.

(d) Implementing a community supported agriculture ("CSA") share program available to community members and/or employees.

(e) Establish a walking path or trail, or a fitness room at a school or workplace.

(f) Create Joint-use policies for running track, walking paths, fitness rooms, pools.

(g) Implement street calming measures (traffic lights, pedestrian crossings).

(h) Create materials and activities related to "complete streets" resolutions or policies.

(i) Create materials and activities related to updated food standards and/or procurement policies that increase healthy foods in community sites and settings.

Note: **Organizational policy changes must accompany interventions**. All proposed intervention projects must include Healthy Orange goals of more physical activity and having better nutrition choices. Proposed intervention projects will be assessed based on the largest number of community members reached.

B. Grant Awards: Grants are available in amounts ranging from $1,000 to $5,000. Each application must include a detailed budget in the format outlined in this RFA. Grant funds cannot be used to pay salary of staff, mileage, or any other accrued personnel costs. Grant funds may only be applied to completed intervention projects on a reimbursement basis.

C. Eligible Applicants:

1. Applicants must be partners who have previously participated in Healthy Orange interventions and coalition activities, or those who are interested in future participation in these activities. Active participation in one of these activities will be a condition of any contract awarded pursuant to this RFA.

2. The "Healthy Orange Team" is the leadership branch of Healthy Orange. The Team meets annually in Goshen to identify and plan chronic disease prevention related interventions in and around Orange County. Healthy Orange also has other branch meetings in Newburgh, Middletown, and Port Jervis. These team branches meet quarterly.

3. For more information on participating in any of the above activities contact:

Lauren Carroll, Public Health Educator
Orange County Department of Health
Community Health Outreach
130 Broadway
Newburgh, NY 12550
(845) 360-6683

D. Selection Process:

1. Applications submitted in response to this RFA will be reviewed by the Orange County Department of Health and the Orange County Department of Planning. Applications will be ranked according to the selection criteria set forth below. All applications scoring at least 90 points will be considered and grant awards made to each consecutive highest scoring application until the program budget maximum has been reached.

2. The award of any contract pursuant to this RFA shall be made to the responsible, responsive applicant(s) whose application(s) is determined to be in the best interest of the County and in accordance with New York General Municipal Law §104-b, taking into consideration the following criteria:

(a) Degree to which the proposed Intervention project will contribute to policy, systems or environmental change in the selected community in Orange County **(0-20 points)**;

(b) Degree to which the proposed intervention project addresses at least one (1) or more of the following risk factors: physical inactivity, poor nutrition, and community access to healthy and affordable foods **(0-20 points)**;

(c) Degree to which evidence-based support indicates effectiveness of proposed intervention project (all proposed intervention projects must have some level of evidence-based support) **(0-20 points)**;

(d) Anticipated degree in reduction of health disparities by the proposed intervention project **(0-20 points)**; and

(e) Degree to which objectives of the proposed intervention project are specific, measurable, achievable, realistic, and time-based ("SMART") **(0-20 points)**.

E. Application Submission Requirements:

1. Intervention Description Narrative – Describe the proposed intervention project in detail and how it incorporates evidence-based information that will lead to sustainable change in the form of policy, systems, or environmental changes (one (1) page or less on applicant's letterhead).

2. Healthy Orange Intervention Action Sheet (*see* Attachment A to this RFA) – To be completed as follows:

(a) Determine policy/system/environmental goal(s);
(b) Create at least one (1) SMART objective;
(c) List main activities that will be developed and implemented to achieve the stated goal and objective(s);
(d) Indicate the timeline for completion of major activities; and
(e) Identify key staff or partners.

3. Narrative Budget Justification (one (1) page or less on applicant letterhead).

4. Healthy Orange Intervention Budget Worksheet (*see* Attachment B to this RFA) – To be completed as follows:

(a) Indicate specific line items;
(b) Provide dollar amount per line item; and
(c) Provide anticipated in-kind contributions and/or leveraged resources (Each applicant is encouraged to match at least twenty (20%) percent of total amount awarded through in-kind or other contributions).

5. Monitoring and Evaluation – Explain how you would self-monitor implementation and evaluate your goals and objectives for this intervention. Each application must include a plan to monitor implementation and measurements for evaluation. Orange County Department of Health will also conduct an evaluation and monitoring plan that will continue up to one (1) year after grant funding is accepted.

6. Pay-to-Play Documentation – All applications must include the completed Pay-to-Play forms (forms attached to this RFA). Government entities and school districts are exempt from the Pay-to-Play laws; therefore, applications from such entities do not require Pay-to-Play forms.

7. Disclosure of Prior Non-Responsibility Determinations – All applicants must submit a completed Disclosure of Prior Non-Responsibility Determinations (form attached to this RFA).

F. Grant Award Contract: Applicant(s) awarded a contract pursuant to this RFA ("Awardees") will enter into a contract with the County. The contract will the terms and conditions set forth in Attachment A (Healthy Orange Intervention Action Sheet) and Attachment B (Healthy Orange Intervention Budget Worksheet) to this RFA. Therefore, all Awardees must be able to comply with these terms and conditions.

G. Claim Process: Once the contract process has been completed, Awardees will receive a purchase order which will have to be submitted with all original receipts or invoices to:

Lauren Carroll, Public Health Educator
Orange County Department of Health
130 Broadway
Newburgh, NY 12550

All documents for reimbursement must be received by September 30, 2017 unless otherwise indicated in the contract.

APPLICATION COVER SHEET

Request for Applications for Healthy Orange Schools & Communities Interventions

Business Name:

_____

Business Address:

_____

_____

Contact Person:

Name:_____ Phone: _____

Title: _____ Fax: _____

Email: _____

Does this business have a minority, women's, disadvantaged or small business status? Yes No

If yes, please list the designation(s) and the certifying entity (ties): _____

_____

The undersigned proposes to furnish and deliver the services described in the Request for Applications for Healthy Orange Schools & Communities Interventions and the responding application to the County of Orange. The individual submitting this application on behalf of the business entity noted above certifies by his/her signature below that:

- he/she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the restricted period;
- he/she has read and understood the full Request for Applications cited above; and
- he/she is duly authorized to submit the application on behalf of the business entity noted above.

By: _____ Date: _____

Name: _____ Title: _____

Orange County Department of Health
Healthy Orange Schools and Communities
Action Plan

Healthy Orange Schools and Communities			
SMART Objective 1: 90% of all participation will maintain a minimum of 60 minutes of physical activity at least 3 days per week from June through December 2017.			
Major Activities	**Actions**	**By When (mm/yy)**	**By Whom**
Basketball Assessment Clinic and Summer Basketball League.	Saturday 2-hour Clinics	06/17	League commissioner and coaches.
	Pre-Season Assessment and Team Draft	06/17	Coaches
	League Game Play	07/17	League commissioner, Coaches, and players
Summer Basketball Camp.	Post Season Assessment	08/17	Coaches
	Individual Skill Development	08/17	Coaches and players
	Team Application and Development	08/17	Coaches and players
Fall and Basketball League.	Pre-Season Assessment and Team Draft	09/17	League commissioner and coaches.
	League Game Play	09/17	League commissioner, Coaches, and players
	End of Season Assessment	12/17	Coaches and players
	Assess drill log books	08/17	Coaches

Attachment A

Orange County Department of Health
Healthy Orange Schools and Communities

BUDGET TEMPLATE

Budget Item	Budget Item Cost:	Amount Requested:	In kind Contribution:*
Referees	$10,060	$0	$10,060
Security	$6,200	$0	$6,200
Equipment	$1,080	$1,000	$80
Uniforms	$7,600	$2,000	$5,600
Awards	$3,700	$2,000	$1,700
TOTAL	$28,640	$5,000	$23,640

*** In-Kind contributions are favorable but not required.**

Attachment B

RESOLUTION NO.: __57____-2017

OF

FEBRUARY 27, 2017

A RESOLUTION AUTHORIZING AN EXTENSION OF TIME TO SETTLE LITIGATION REGARDING THE TAX FORECLOSURE OF LIENS FOR THE YEAR 2014 RELATIVE TO 16 WILLIAM STREET, SECTION 35, BLOCK 3, LOT 14

WHEREAS, by Resolution No.: 30-2017 of January 23, 2017, the City Council of the City of Newburgh, New York authorized the Director of Finance and Enforcing Officer to withdraw the liens on the property located at 16 William Street (Section 35, Block 3, Lot 14), in the City of Newburgh, from the List of Delinquent Taxes, provided that the owner remit the required down payment and duly enter into an installment payment agreement for the full payment of all taxes, interest and penalties for delinquent taxes on or before January 31, 2017; and thereafter satisfying said installment payment agreement; and

WHEREAS, Jose Vera, on behalf of property owner Newburgh Property Realty, has requested an extension of time to make such payment and enter into an installment payment agreement; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to extend the time for payment to settle this matter without the need for litigation;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Director of Finance and Enforcing Officer be and she is hereby authorized to withdraw the liens on the property located at 16 William Street, Section 35, Block 3, Lot 14, in the City of Newburgh, from the List of Delinquent Taxes upon the owner remitting to the City of Newburgh the required down payment in the amount of One Thousand Nine Hundred Thirty-Seven And 56/100 ($1,937.56) Dollars and duly entering into an installment payment agreement for the full payment of all taxes, interest and penalties for delinquent taxes on or before March 31, 2017; and thereafter satisfying said installment payment agreement in full.

RESOLUTION NO.: 58 - 2017

OF

FEBRUARY 27, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY OF NEWBURGH A THIRD AMENDMENT TO THE LAND DEVELOPMENT AGREEMENT WITH MILL STREET PARTNERS, LLC FOR THE REDEVELOPMENT OF CITY OWNED PROPERTIES KNOWN AS THE MID-BROADWAY SITE

WHEREAS, the City of Newburgh wishes to develop the City-owned .66 acre Lander Street surface parking lot (between Chambers Street and Lander Street) as well as the 1.8 acre principal site that fronts on Broadway (the "Mid-Broadway Site"); and

WHEREAS, the City has issued a Request For Qualifications (RFQ) for the development of the Mid-Broadway Site and received six (6) responses from developers interested in pursuing a development project on the Mid-Broadway site; and

WHEREAS, the City Council reviewed the responses to the RFQ and has determined that Mill Street Partners, LLC, The Community Preservation Corp. and The Regional Economic Development Community Action Program, Inc. is the preferred team to develop the Mid-Broadway site; and

WHEREAS, by Resolution No. 78-2012 of May 29, 2012, the City Council authorized to the City Manager to negotiate on behalf of the City of Newburgh a Development and Land Disposition Agreement with Mill Street Partners, LLC, The Community Preservation Corp. and The Regional Economic Development Community Action Program, Inc. for the redevelopment of the Mid-Broadway site; and

WHEREAS, by Resolution No. 194-2012 of October 22, 2012, the City Council of the City of Newburgh, New York authorized the City Manager to execute a Development and Land Disposition Agreement with Mill Street Partners, LLC (the "Development Agreement") for the redevelopment of the Mid-Broadway site; and

WHEREAS, by Resolution No. 257-2013 of December 9, 2013, the City Council of the City of Newburgh authorized the Interim City Manager to execute a First Amendment to the Development Agreement with Mill Street Partners, LLC for the redevelopment of the Mid-Broadway site; and

WHEREAS, by Resolution No. 282-2015 of October 26, 2015, the City Council of the City of Newburgh authorized the City Manager to execute a Second Amendment to the Development Agreement with Mill Street Partners, LLC for the redevelopment of the Mid-Broadway site; and

WHEREAS, the Development and Land Disposition Agreement require the parties to use good faith efforts to negotiate such amendments to the Agreement as may be necessary or appropriate; and

WHEREAS, the parties have agreed that a third amendment to the Development Agreement is necessary and appropriate; and

WHEREAS, this Council has reviewed the Third Amendment to the Development and Land Disposition Agreement with Mill Street Partners, LLC, attached hereto and made part hereof, and finds that entering into such amendment is in the best interest 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 the Third Amendment to the Development and Land Disposition Agreement with Mill Street Partners, LLC in substantially the same form as annexed hereto with other provisions as Counsel for the City may require, for the redevelopment of the Mid-Broadway site.

THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT
FOR THE MID BROADWAY REDEVELOPMENT PROJECT

THIS THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE MID BROADWAY REDEVELOPMENT PROJECT ("Third Amendment") is entered into between **THE CITY OF NEWBURGH** (the "City"), a municipal corporation organized and existing under the laws of the State of New York, having its office at 83 Broadway, Newburgh, New York 12550, and **MILL STREET PARTNERS, LLC**, a New York limited liability company with a business address at 42 West 39th Street, 15th Floor, New York, New York 10018 (the "Developer").

WHEREAS, the City and Developer are parties to that certain Development Agreement for the Mid Broadway Redevelopment Project, dated October 23, 2012 (the "Development Agreement"); and

WHEREAS, the City and Developer entered into a First Amendment to the Development Agreement, dated December 10, 2013 ("First Amendment"), after the City found that entering into the First Amendment was in its best interests; and

WHEREAS, the First Amendment (i) established the Purchase Price for the City-owned parcels at four hundred thirty-seven thousand dollars ($437,000.00), and (ii) extended the term of the Development Agreement until May 1, 2015; and

WHEREAS, the City and Developer entered into a Second Amendment to the Development Agreement, effective March 30, 2016 ("Second Amendment"), after the City found that entering into the Second Amendment was in its best interests; and

WHEREAS, the Second Amendment, *inter alia*, extended the term of the Development Agreement for an additional year; and

WHEREAS, Section 1.02(B) of the Development Agreement states that "the parties shall use good faith efforts to negotiate such amendment(s) to th[e] Agreement as may be necessary or appropriate;" and the parties have negotiated in good faith; and

WHEREAS, in addition to paying the City an acquisition price for the City-Owned Parcels of $437,000.00, the Developer has also agreed to contribute a total of one hundred thousand dollars ($100,000.00) for the benefit of the ~~to various~~ community ~~organizations serving~~ and the City's youth with the terms of such contribution to be negotiated by the parties at a later date; and

WHEREAS, Section 2.02 of the Development Agreement provides that "[t]he Developer shall diligently and in good faith pursue such actions as may be reasonably necessary or appropriate to obtain all [permits and approvals] necessary to obtain, establish or construct the Development;" and

WHEREAS, Section 2.02 of the Development Agreement further provides that "[t]he City will provide reasonable assistance in obtaining [all necessary permits and approvals], if and to the extent requested by the Developer;" and

WHEREAS, Section 6.02 of the Development Agreement provides that if "Developer is delayed in achieving any Developer Milestone due to unforeseeable causes beyond the control of the Developer, then the applicable Developer Milestone shall be extended for a period of time corresponding to the period of delay, with a reasonable adjustment as to any other applicable milestone affected by the delay;" and

WHEREAS, obtaining all permits and approvals necessary to obtain, establish or construct the Development is a prerequisite for the Developer to secure Public Funding; and

WHEREAS, securing Public Funding is a Developer Milestone under the Development Agreement; and

WHEREAS, the Developer has diligently pursued in good faith all permits and approvals from the City necessary to obtain, establish or construct the Development, but obtaining said permits and approvals has taken longer than anticipated due to circumstances beyond the Developer's control, thereby preventing the Developer from securing Public Funding; and

WHEREAS, at all times material, the City has acted and negotiated in good faith and complied with the terms of the Development Agreement; and

WHEREAS, there remain several actions the Developer and the City must undertake in order to comply with their respective obligations under the Development Agreement so that the Developer can satisfy all prerequisites necessary to secure Public Funding; and

WHEREAS, the Parties have agreed to amend the Development Agreement to extend its Term by nine (9) months~~one (1) year~~ in order to provide the Parties with sufficient time to undertake steps necessary for the Developer to be able to secure Public Funding; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Article I shall be amended by deleting the first sentence in Section 1.01A (as set forth in the Second Amendment), and replacing it with the following:

> The Development Agreement Term is hereby extended pursuant to the payment terms set forth in Section 3.01A below. Such extension shall last for a term of nine (9)~~twelve (12)~~ months from the date of execution of this Third Amendment, and shall expire on that date if the Developer has not secured Public Funding sufficient to begin construction of the Development. Any provisions of this Agreement that are expressly

identified to survive a termination of this Agreement shall survive such termination.

2. Article II shall be amended by deleting the last two (2) sentences in Section 3.01 (as modified by the Second Amendment), and adding a new Section 3.01A to read as follows:

In exchange for the Parties' agreement to extend the Development Agreement Term as set forth in Section 1.01A above, Developer shall pay the City fifty~~twenty-five~~ thousand dollars ($~~2~~50,000.00) within ten (10) days of the date of the execution of this Third Amendment. ~~In the event that the Developer does not secure Public Funding sufficient to begin construction of the Development within six (6) months of the date of the execution of this Third Amendment, Developer shall pay the City an additional twenty-five thousand dollars ($25,000.00).~~

3. Article VI shall be amended to add new Section 6.04A to read as follows:

In exchange for the Parties' agreement to extend the Development Agreement Term as set forth in Section 1.01A above, Developer acknowledges that the City has complied with its obligations under the terms of this Development Agreement, both in its original form and all subsequent amendments, and any further delay in the development process or in the achievement of one or more Milestone is the sole responsibility of the Developer. The City shall not be in default of its obligations under this Development Agreement, both in its original form and its subsequent amendments, nor shall the City be obligated to agree to any further or additional extension of the appropriate or affected Milestone Deadlines in order to allow additional time to complete the work by the Developer. The City shall have no liability to the Developer under this Development Agreement, either in its original form or in its subsequent amendments. The Developer hereby waives any right or remedy available to it in law or at equity against the City for any alleged default of its obligations under this Development Agreement, either in its original form or subsequent amendment. If Developer, or any person acting on Developer's behalf, commence a lawsuit against the City for defaulting under any term of the Development Agreement, Developer shall be responsible for paying the City's attorney's fees in defending such lawsuit, regardless of outcome. Developer shall be required to post a bond in the amount of $100,000.00 at the commencement of such lawsuit to guarantee payment of the costs of the City's legal expenses incurred. This Section 6.04A supersedes Section 6.04.

~~3.~~4. All pertinent City Staff and Officials are directed to execute this document within fourteen (14) days of the City Council adopting a Resolution approving this Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Third Amendment on _____ _____, 2017.

CITY OF NEWBURGH

By: _____ _____
Name: Date
Title:
Per Resolution No.:

MILL STREET PARTNERS, LLC

By: _____ _____
Name: Date
Title:

APPROVED AS TO FORM

_____
Kathryn Mack
Comptroller

_____
Michelle Kelson, Esq.
Corporation Counsel

ORDINANCE NO.: __2__ - 2017

OF

FEBRUARY 27, 2017

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED "FEES" OF THE CODE OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

Code Section	Type of Fee	Amount

Chapter 240, Rental Properties

§ 240-3 Rental License Application and Renewal

A non-refundable ~~annual~~ permit application fee shall be paid, upon filing an application for a rental license or for a renewal rental license in accordance with the following schedule of rental dwelling units per structure:

~~Type of Dwelling~~	~~Fee~~
~~One dwelling unit~~	~~$150.00~~
~~Two dwelling units~~	~~$250.00~~
~~Three dwelling units~~	~~$350.00~~
~~Four dwelling units~~	~~$450.00~~
~~Five to ten dwelling units~~	~~$750.00~~
~~11 to 50 dwelling units~~	~~$1,500.00~~
~~51 to 100 dwelling units~~	~~$2,000.00~~
~~101 to 200 dwelling units~~	~~$2,500.00~~
~~Over 200 dwelling units~~	~~$5,000.00~~

Number of Dwelling Units	Fee per unit
1 to 2 dwelling units	$95.00 per unit
3 to 5 dwelling units	$80.00 per unit
6 to 9 dwelling units	$66.50 per unit

Underlining denotes additions
~~Strikethrough~~ denotes deletions

10 to 11 dwelling units	$62.00 per unit
12 to 14 dwelling units	$55.00 per unit
15 to 20 dwelling units	$50.00 per unit
21 or more dwelling units	$39.50 per unit

Section 2. This ordinance shall take effect on _____, 2017.

ORDINANCE NO.: _____ - 2017

OF

_____, 2017

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED "FEES" OF THE CODE OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

Code Section	**Type of Fee**	**Amount**

Chapter 240, Rental Properties

§ 240-3 Rental License Application and Renewal

A non-refundable ~~annual~~ permit application fee shall be paid, upon filing an application for a rental license or for a renewal rental license in accordance with the following schedule of rental dwelling units per structure:

~~Type of Dwelling~~	~~Fee~~
~~One dwelling unit~~	~~$150.00~~
~~Two dwelling units~~	~~$250.00~~
~~Three dwelling units~~	~~$350.00~~
~~Four dwelling units~~	~~$450.00~~
~~Five to ten dwelling units~~	~~$750.00~~
~~11 to 50 dwelling units~~	~~$1,500.00~~
~~51 to 100 dwelling units~~	~~$2,000.00~~
~~101 to 200 dwelling units~~	~~$2,500.00~~
~~Over 200 dwelling units~~	~~$5,000.00~~

Number of Dwelling Units	Fee per unit
1 to 2 dwelling units	$95.00 per unit
3 to 5 dwelling units	$80.00 per unit
6 to 9 dwelling units	$66.50 per unit
10 to 11 dwelling units	$62.00 per unit
12 to 14 dwelling units	$55.00 per unit
15 to 20 dwelling units	$50.00 per unit
21 or more dwelling units	$39.50 per unit

Underlining denotes additions
~~Strikethrough~~ denotes deletions

DRAFT

Section 2. This ordinance shall take effect on _____, 2017.

DRAFT

Underlining denotes additions
~~Strikethrough~~ denotes deletions

City of Newburgh
Rental Registry Summary
Proposed New Rate Structure
Fee by # of Units

Type Dwelling	# of Building Types	Total # of rental units	Total Cost for Inspections	Recommended Change to Unit Fee	Potential Revenue from Current Structure	Variance to Total Estimated Costs	
1-2 Dwelling Units	3,306	4,297	403,848	$ 95.00	$ 408,215	(4,366.87)	-1.08%
3-5 Dwelling Units	673	2,231	177,987	$ 80.00	$ 178,480	(492.69)	-0.28%
6-9 Dwelling Units	68	455	30,245	$ 66.50	$ 30,258	(12.65)	-0.04%
10 Dwelling Units	3	30	1,839	$ 62.00	$ 1,860	(20.93)	-1.14%
12-13 Dwelling Units	3	37	2,019	$ 55.00	$ 2,035	(16.03)	-0.79%
15-20 Dwelling Units	4	70	3,460	$ 50.00	$ 3,500	(39.51)	-1.14%
20+ Dwelling Units	14	1,526	59,920	$ 39.50	$ 60,277	(357.37)	-0.60%
Proposed New Rate Structure Totals	**4,071**	**8,646**	**$ 679,318**		**684,625**	(5,306)	-0.78%

ORDINANCE NO.: 3 - 2017

OF

FEBRUARY 27, 2017

AN ORDINANCE AMENDING CHAPTER 240, ENTITLED "RENTAL PROPERTIES"OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 240, Rental Properties be and is hereby amended to read as follows:

SECTION 1. Article I. Rental License

§ 240-1. Findings and purpose.

The City Council has determined that there exists in the City of Newburgh a significant number of non-owner-occupied rental units. Non-owner occupants are less able to maintain daily oversight of their properties to ensure compliance with applicable laws, rules, and regulations. The City Council finds that the registration of rental properties is intended to and will ensure the protection of persons and property in all existing rental structures and on all premises required to be registered under this chapter. Further, the registration of rental properties will ensure that rental property owners adhere to applicable code provisions governing the use and maintenance of rental properties, including provisions limiting the maximum occupancy for which a rental property can be certified. It is the purpose of this chapter to protect the health, safety, and welfare of the residents of the City of Newburgh, as well as to protect the City's housing stock from deterioration by establishing a program for registering and identifying residential rental properties and for determining the responsibilities of owners of residential rental properties.

§ 240-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

AGENT - Any person who has charge, care, or control of a building, or part thereof, in which rental dwelling units or rooming units are let.

BUILDING - A combination of materials, whether portable or fixed, having a roof to form a structure affording shelter for persons, animals, or property.

DWELLING - A building used in whole or part for residential uses.

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DWELLING UNIT - A single unit providing complete, independent, law-compliant living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation ~~Any room or contiguous group of rooms within a building and forming a single, habitable living space for one family~~.

MUNICIPAL OFFICER - The Fire Chief, ~~Director of the~~ Code Compliance Supervisor ~~Bureau~~, and the Building Inspector or such official within that department as may be designated ~~by the Director~~ in writing.

OWNER - Any individual or individuals, partnership, or corporation or any similar type of business organization, whether for profit or otherwise, in whose name title to a building stands, including a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, agent, or any other person, firm, or corporation directly or indirectly in control of the property. Each, any, and all such persons shall have a joint and severable obligation for compliance with the provisions of this chapter.

OWNER-OCCUPIED DWELLING - A dwelling occupied by an individual owner or by members of his or her family on a nonrental basis. For the purposes of this chapter, "owner-occupied" shall not include any building owned by a partnership, corporation, or any similar type of business organization, including but not limited to a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, or agent.

RENTAL PROPERTY - All buildings that contain a dwelling unit or a rooming unit that is rented, leased, let, or hired out to be occupied for residential or mixed use (commercial-residential) and are not owner-occupied.

ROOMING UNIT - Any furnished room for rent within a building and forming a single sleeping space.

TENANT - A person, not the legal owner of record, occupying or in possession or control of a dwelling, dwelling unit or a rooming unit.

§ 240-3. Rental License Process.

A. Effective June 1, 2013, the owner of any rental property as defined herein shall, within 60 days of the effective date of this chapter or within 30 days after assuming ownership of the rental property, whichever is later; or within 10 days of receipt of notice by the municipality, submit a rental license application for such rental property with the municipal officer on forms provided for that purpose by the municipal officer along with any fees required by Chapter 163. Failure to receive notice by the municipality shall not constitute grounds for failing to register the property.

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B. Each rental property having a separate section block and lot number shall be registered separately.

C. The license rental application shall include the information required under § 240-4, as well as any additional information that the municipal officer may reasonably require.

D. It shall be unlawful for any owner to offer any unit for rent or to rent any dwelling unit or to allow any dwelling unit to be occupied without having first received a rental license pursuant to this chapter as required herein within the time prescribed for such registration. Failure to receive notice of the rental license deadline will not excuse failure to receive a rental license for a rental property. It is the responsibility of the owner to fulfill the requirements of this chapter.

E. No ~~application for an~~ initial rental license or a rental license renewal shall be issued until the municipal officer has ~~conducted an inspection as described in § 240-6 and~~ determined that the property is in compliance with the Code of the City of Newburgh, the New York State Uniform Fire Prevention and Building Code, the New York State Property Maintenance Code and any applicable fire prevention code. Such determination shall be based on an inspection as described in § 240-6, provided that if the owner does not consent to such inspection and no inspection has been performed pursuant to search warrant, the owner shall, in the alternative, submit a certification by a licensed professional engineer that the subject property is in compliance with said codes, in which case such certification shall be reviewed by the municipal official to determine compliance ~~all life, health, and safety violations or discrepancies have been corrected~~.

F. If the rental license application is incomplete or the applicant does not meet the requirements of the licensing process within 120 days of the submittal date, the application will be canceled.

G. Except as provided in Section 240-13, t~~T~~he rental license shall remain valid for one year from the date of issue. The owner shall be required to renew the rental license annually and shall pay a fee in the amount prescribed in Chapter 163.

H. The municipal officer may establish for purposes of efficient administration that all rental licenses shall be renewed by a single date in each year. The municipal officer shall establish this date in which case the initial rental license fee shall be pro-rated for applications received less than 10 months prior to that date.

I. The completed rental license application shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner or owners of the building.

§ 240-4. Rental License Application.

A. A rental license application shall be made by the owner of rental units or the owner's legally constituted agent on a form approved and supplied by the City of Newburgh Office of Code Compliance. This form shall be known as a "rental property statement" and shall be signed by the owner under oath. The statement shall include:

1. The name(s), residence and business addresses, e-mail addresses, telephone numbers, and birth date(s) of the principal officers if the applicant is an individual, ~~partnership,~~

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~~or firm,~~ or the business names, ~~residence and~~ business addresses, e-mail addresses, telephone numbers, and ~~birth dates of the~~ name(s), residential addresses, and birth date(s) of all principal officer(s) and/or member(s) if the applicant is an any business entity recognized by New York State law ~~association or corporation~~. Where more than one natural person has an ownership interest, the required information shall be included for each owner.

2. If the owner is not a natural person, the employer identification number of the owner.
3. The name, street address, e-mail address, and telephone number of a natural person 21 years of age or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement proceeding on behalf of such owner or owners in connection with the enforcement of any applicable code. The agent for service of process must maintain offices or reside in the State of New York.
4. The name, street address, e-mail address, and telephone numbers of the firm or individual responsible for maintaining the property. The individual or a representative of the firm responsible for maintaining the property must maintain offices within 45 miles of the City and shall be available by telephone or in person on a 24-hour-per-day, seven-day-per-week basis.
5. Name, address, and telephone number of vendee, if the dwelling is being sold through a contract for deed.
6. A description of the premises, including street address, section block and lot, and type of building.
7. Number of dwelling units within the dwelling.
8. Description of procedure through which tenant inquiries and complaints are to be processed.
9. Status of utility fees, property taxes, and other assessments on the dwelling and other rental real property in the city owned by the applicant.
10. The number of tenants.
11. If the owner does not consent to an inspection pursuant to § 240-6 and no inspection is performed pursuant to a search warrant, a certification by a licensed professional engineer that the property is in compliance with the Code of the City of Newburgh, the New York State Uniform Fire Prevention and Building Code, the New York State Property Maintenance Code or any applicable fire prevention code.
12. The City of Newburgh Office of Code Compliance may, in its discretion, request additional information from time to time. The owner or authorized agent must reply with such requested information within 14 days of such request~~Any other information as requested by the City~~.

B. The owner shall notify the municipal officer within 10 days of any change in the rental license information by filing an amended rental property statement on a form provided by the municipal officer for such purpose. Depending on the nature of changes, the City may require consent to a new property inspection. Notice of transfer of ownership shall be as described in § 240-8.

§ 240-5. License Fees; exemptions.

A. License fees as set forth in Chapter 163 of this Code shall be due 90 days prior to the license expiration date; in the cases of a new unlicensed dwelling, a change in a previously filed rental license application, or a new license that is required due to a change in ownership as set forth in § 240-8 below, rental license fees shall be due at the time of application.
B. Owner-occupied dwellings containing not more than two rental units are exempt from the filing fees set forth in Chapter 163 of this Code but still must submit a rental license application as described in § 240-3 and § 240-4 above.
C. A delinquency penalty of 5% of the rental license fee for each day of operation without a valid rental license shall be charged operators of rental properties. Once issued, a rental license is nontransferable, and the rental licensee shall not be entitled to a refund of any license fee. Upon revocation or suspension, application withdrawal, an incomplete application or process, or application cancellation, the fee is nonrefundable.
D. All inspection fees are set in Chapter 163. If the inspection is being performed as part of the rental licensing process, fees must be paid prior to the time of rental license issuance or renewal for the property.
E. If any fee or any portion is not paid within 60 days after billing, the Comptroller may certify the unpaid cost against the property, and the unpaid cost shall be added to and collected with the subsequent City tax levy and shall bear interest and be enforced as provided by law for City taxes.
F. All funds collected from rental license fees under this section shall be deposited in a dedicated trust fund to be used exclusively for municipal activities with respect to vacant and problem properties in the municipality, including but not limited to inspection, nuisance abatement, securing and boarding, maintaining property information systems, general code enforcement activities, and reasonable administrative and legal costs associated with any of the foregoing.

§ 240-6. Inspection.

A. During regular business hours or in an emergency, the municipal officer or his representative or any duly authorized City representative, upon the showing of proper credentials and in the discharge of his duties, may enter any building or rental unit within a building upon consent of the owner or with a duly executed search warrant, to make an inspection to determine whether there is any violation of the Code of the City of Newburgh, the New York State Uniform Fire Prevention and Building Code, the New York State Property Maintenance Code or any applicable fire prevention code.
B. At the request of the municipal officer, the Corporation Counsel is authorized to make application to the City Court of the City of Newburgh or any other court of competent jurisdiction for the issuance of a search warrant to be executed by a police officer in order to conduct an inspection of any premises believed to be subject to this chapter. The municipal officer may seek a search warrant whenever the owner, managing agent, or occupant fails to allow inspections of any dwelling unit contained in the rental property where there is a

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reasonable cause to believe that there is a violation of the Code of the City of Newburgh, the New York State Uniform Fire Prevention and Building Code, the New York State Property Maintenance Code or any applicable fire prevention code ~~this chapter, the New York Uniformed Fire Prevention Building Code Act, or of any code of the City of Newburgh or any applicable fire code~~.

C. The presence or existence of any of the following shall create a rebuttable presumption that a dwelling unit is rented:
   1. The property is occupied by someone other than the owner, and the owner of the property represents in writing or otherwise, to any person or establishment, business, institution or government agency, that he resides at an address other than the rental property.
   2. Persons living in the premises represent that they pay rent to the owner of the premises.
   3. Utilities, cable, phone or other services are in place or requested to be installed or used at the premises in the name of someone other than the record owner.
   4. Testimony by a witness that it is common knowledge in the community that a person other than the record owner resides in the premises.
   5. There is more than one mailbox at the premises.
   6. There is more than one gas meter at the premises.
   7. There is more than one utility meter at the premises.
   8. There are separate entrances for segregated parts of the dwelling.
   9. There are partitions or internal doors which may serve to bar access between segregated portions of the dwelling, including but not limited to bedrooms.
   10. There exists a separate written or oral lease or rental arrangement, payment or agreement for portions of the dwelling among its owner(s) and/or occupants and/or persons in possession thereof.
   11. The inability of any occupant or person in possession thereof to have unimpeded and/or lawful access to all or part of the dwelling unit.
   12. Two or more kitchens each containing one or more of the following: a range, oven, hotplate, microwave or other similar device customarily used for cooking or preparation of food and/or a refrigerator.

D. Nothing in this section, except for provisions containing emergency inspections, shall be deemed to authorize the municipal officer or representative to conduct an inspection of any premises subject to this chapter without the consent of the owner or without a warrant duly issued by an appropriate court.

E. Nothing in this section shall prevent the entry into a building or dwelling unit by the municipal officer without the consent of the owner or a search warrant in response to an emergency.

§ 240-7. Conformance to Laws.

No rental license shall be issued or renewed unless the rental property and its premises conform to the Code of Ordinances of Newburgh and the laws of the State of New York.

§ 240-8. License not Transferable.

No rental license shall be transferable to another person or to another rental property. Every person holding a rental license shall give notice in writing to the municipal officer within ten (10) business days after having legally transferred or otherwise disposed of the legal control of any licensed rental property. Such notice shall include the name and address of the person succeeding to the ownership or control of such rental property.

§ 240-9. Required Postings.

A. The Rental Permit issued under this ordinance shall contain the following information:
   1. The address, type of structure, and structure classification;
   2. The date of inspection;
   3. The date of issuance;
   4. The expiration date;
   5. Number of dwelling units;
   6. A statement indicating whether the structure is equipped with a fire alarm system;
   7. A statement indicating whether the structure is equipped with a sprinkler system;
   8. Local contact information including name, address, and phone number for the owner or owner's designated representative;
   9. The maximum number of permanent and/or temporary occupants permitted.
   10. A statement reciting the following: "Please take notice that both tenants and the landlord each have certain rights and responsibilities under The City of Newburgh Code of Ordinances, a copy of which is available in the City Hall, 83 Broadway, Newburgh, New York 12550".

B. Every licensee of a rental property with more than four units shall conspicuously post the current rental license certificate in the main entryway or other conspicuous location. For rental properties of four or fewer units, the licensee must provide a copy of the rental license certificate to each tenant by attaching a copy to the tenant's copy of the executed lease agreement.

C. The City's trash and refuse policies and procedures and alternate-side street parking regulations shall be conspicuously posted in the main entryway or other conspicuous location. For rental properties with only one dwelling unit or with no common entryway, the owner must provide a copy of these policies, procedures, and regulations with the tenant's copy of the executed lease agreement.

§ 240-10. Occupancy Register Required.

A. Every owner of a licensed rental property shall keep, or cause to be kept, a current register of occupancy for each dwelling unit that provides the following information:
   1. Dwelling unit address.
   2. Number of bedrooms in dwelling unit and the maximum number of occupants.

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3. Legal names and date of birth of adult occupants and number of adults and children (under 18 years of age) currently occupying the dwelling units.
4. Dates renters occupied and vacated dwelling units.
5. A chronological list of complaints and requests for repair by dwelling unit occupants, which complaints and requests are related to the provisions of this Code of Ordinances.
6. A similar chronological list of all corrections made in response to such requests and complaints.

B. Such register shall be made available for viewing or copying by the municipal officer at all reasonable times.

C. The property owner may request a pre-rental inspection of a unit prior to placing tenants and obtain a certificate of compliance stating that the apartment is compliance with the Code of the City of Newburgh, the New York State Uniform Fire Prevention and Building Code, the New York State Property Maintenance Code or any applicable fire prevention code ~~applicable city and state property maintenance codes~~. The cost of this inspection shall be included with license fee.

§ 240-11. Retaliatory Actions

A. No person shall institute or maintain an action for eviction because the occupant has reported a violation of this law or any related provision of the Code of the City of Newburgh, the New York State Uniform Fire Prevention and Building Code, the New York State Property Maintenance Code or any applicable fire prevention code to the Code Compliance Bureau or other City employee.

B. No person shall cause any service, facility, equipment or utility required under this local law to be removed, shut off or discontinued in retaliation for a complaint.

§ 240-12~~11~~. Rules and Regulations.

The municipal officer may issue rules and regulations for the administration of the provisions of this ordinance.

§ 240-13. Compliant Landlord.

A. Effective June 1, 2017, an Owner who has fully met the requirements set forth in Section 240-13(B) shall be designated as a "compliant landlord". The designation of "compliant landlord" shall be at the discretion of the municipal officer and is not a right that will vest at any time and may be subject to termination at the discretion of the City, municipal officer and in accordance with any changes in local, state or federal law.

B. Qualifications to be a "compliant landlord"

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1. Owner must satisfy the requirements of Section 240-3, 240-4, 240-5, 240-6, 240-9 and 240-10; and
2. Owner must have been issued a rental license for all non-owner-occupied dwellings owned and rented in the City of Newburgh; and
3. Owner must have no open cases with the Code Compliance Bureau or Fire Prevention Bureau and no outstanding violations of Code of the City of Newburgh, the New York State Uniform Fire Prevention and Building Code, the New York State Property Maintenance Code or any applicable fire prevention code; and
4. Owner must be current on all real property taxes, water, sewer and sanitation bills on all properties owned in the City of Newburgh; and
5. Owner must have no open abatement proceedings on any properties owned in the City of Newburgh; and
6. Owner must have completed a certification by a licensed professional engineer that the owner's property is in compliance with the Code of the City of Newburgh, the New York State Uniform Fire Prevention and Building Code, the New York State Property Maintenance Code or any applicable fire prevention code.

C. An owner who is designated as a "compliant landlord" shall have his rental license remain valid for a period of two years and shall be permitted to renew the rental license every two years and the fee prescribed in Chapter 163 shall be paid every 2 years with the renewal application.

§ 240-1412. Enforcement.

A. The City of Newburgh shall have a choice of enforcing this chapter as provided in § 1-12 of the Code of Ordinances of the City of Newburgh by seeking civil penalties or by instituting a criminal proceeding or may choose to do both.
B. A designated managing agent of an owner may be served with a notice of violation, order to remedy, an appearance ticket, or other service of process, whether criminal or civil, pursuant to and subject to the provisions of law as if actually served upon the owner.
C. No owner who designates a managing agent pursuant to the provisions of this chapter may assert the defense of lack of notice or lack of in personam jurisdiction based solely upon the service of process on his designated agent.
D. Any owner who fails to register a rental property under the provisions of this ordinance shall be deemed to consent to receive, by posting at the building, any and all notices of code violations and all process in an administrative proceeding brought to enforce code provisions concerning the building.
E. The municipal official may revoke a rental license or approval issued under the provisions of this chapter upon application of the Corporation Counsel for any of the following reasons:
   1. Any false statement or misrepresentation as to a material fact in the application, plans or specifications on which the building permit was based;
   2. The rental license was issued in error and should not have been issued in accordance with applicable law;

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Underlining denotes additions

3. Failure to maintain the necessary requirements as outlined in this chapter, or occurrence of unlawful activities at or about the premises;
4. Fighting or violent, tumultuous or threatening behavior by any occupant of the premises;
5. Unreasonable noise from the premises on a regular basis;
6. Repeated calls to the police for disturbances and/or disputes at the premises;
7. Obstruction of vehicular or pedestrian traffic due to vehicles from or at the premises;
8. Hazardous or physically offensive conditions created by an act of an occupant or owner of the premises; or
9. Existing violations on the premises of the Code of the City of Newburgh, the New York State Uniform Fire Prevention and Building Code, the New York State Property Maintenance Code or any applicable fire prevention code; or
10. Condemnation of the building or after a fire resulting in structural damage.

F. Such revocation shall take place after notice to the applicant and opportunity for the applicant to be heard by the municipal officer.

G. No rental license shall be revoked where there is reasonable grounds that the conduct for revocation as set forth in this subsection is the result of domestic abuse, sexual assault, stalking and/or harassment.

H. No fees, as provided in Chapter 163, shall be refunded after the revocation of a rental license.

§ 240-15~~13~~. Penalties for offenses.

A. If the City of Newburgh chooses to enforce this chapter through a criminal proceeding, any person who violates or fails to comply with any provisions of this ordinance or of the rules and regulations issued hereunder or who violates or fails to comply with any order made thereunder shall be fined up to $500 and/or 30 days in jail.

B. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects. Each day that prohibited conditions exist shall constitute a separate offense and so subject the owner to an additional fine of up to $500 and/or additional jail sentences of up to 30 days in jail.

I. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

J. For purposes of this section, failure to file a rental property statement within 60 days of the effective date of this chapter or within 30 days after assuming ownership of the rental property, whichever is later, or within 10 days of receipt of notice by the municipality; failure to provide correct information on the rental property statement; and failure to comply with the provisions of §240-3, 4, 5, 9, and 10 of this Chapter or such matters as may be established by the rules and regulations of the municipal officer shall be deemed to be violations of this ordinance.

§ 240-16~~14~~ Effective Date.

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This ordinance shall become effective upon adoption ~~publication as provided by law~~.

§ 240-1715 Severability.

If any of the provisions of this chapter shall be held invalid, the remainder shall remain valid and enforceable as provided by law.

SECTION 2. This ordinance shall take effect immediately upon adoption.

ORDINANCE NO.: 4 - 2017

OF

FEBRUARY 27, 2017

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED "FEES" OF THE CODE OF THE CITY OF NEWBURGH TO ADOPT A FEE FOR THE NEW YORK STATE UNIFIED SOLAR PERMIT

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 163-1. Schedule of Code Fees.

Chapter 155, Electrical Standards

§ 155-6	Electrical Permit	$25.00 per permit
	NYS Unified Solar Permit	$25.00 per permit

Section 2. This ordinance shall take effect immediately.

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