

A regular meeting of the City Council of the City of Newburgh was held on Monday, February 27, 2017 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

The Prayer was led by Minister Peter Mosley from the Baptist Temple Church followed by the Pledge of Allegiance.

Pledge of Allegiance/Juramento a la Alianza

Roll Call / Lista de asistencia

Present: Mayor Kennedy presiding; Councilwoman Abrams, Councilwoman Angelo, Councilman Harvey, Councilwoman Holmes, Councilwoman Mejia, Councilwoman Rayford - 7

COMMUNICATIONS

Executive Session

Councilwoman Angelo moved and Councilman Harvey seconded to enter 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.

All in favor the Council entered Executive Session at 7:06 p.m.

Councilman Harvey moved and Councilwoman Holmes seconded to exit Executive Session. All in favor the Council exited Executive Session at 7:45 p.m.

Being that there are a large number of people in attendance tonight it was suggested that the meeting be moved to the Activity Center to continue.

Councilman Harvey moved and Councilwoman Holmes seconded that the meeting be moved over to the Activity Center.

Ayes – Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy– 7

CARRIED

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

Councilwoman Abrams moved and Councilman Harvey seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7.

Carried

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

In the Recreation Department the start of the Positive Image Teen Program has been delayed due to a brief hold up in funding but they anticipate starting sometime next month. You can check the Recreation Department's website for further updates. Registration for the City of Newburgh Summer Playground is ongoing which is our Annual Summer Camp for boys and girls in grades 1 – 6. Camp dates are from June 26th through August 4, 2017, Monday through Friday from 8:00 a.m. to 4:00 p.m. The cost is \$350.00 for residents and \$450.00 for non-residents which includes all trips and you must register in person at the City of Newburgh Activity Center. Registration is ongoing for the Adult Softball League which will begin in late April depending on the weather. The Newburgh Cal Ripken Baseball is seeking players for their upcoming spring season so if anyone is interested they should call George Resto or stop at the Activity Center. Biddy Basketball begins on March 25th for boys and girls in grades K – 4 and the cost is \$20.00 per player. The games will be played on Saturdays at the Newburgh Armory and the deadline for registration is March 10th. Registration for Spring Youth Soccer is now open for boys and girls and the cost is \$65.00 per player. The Newburgh Armory will host open gym when the school district is closed or on a half day schedule. The 2017 Recreation Department brochure is now available and has been distributed to the schools. They are also available at the Library, City Hall and the Activity Center as well as on the City's Website. As a reminder, the Assessor's Office still has a vacancy on the Board of Assessment Review and any interested applicants should provide a letter of intention to the Executive Office. The Water Department in their most recent water leak survey discovered an additional fifty-one leaks throughout our community. As of the last report they have repaired thirty-three of those leaks and employees have been trained with regard to usage of our brand new leak correlation equipment. On February 12th, over eighteen feet of an eight inch pipe was repaired on Ann Street and they installed a twelve inch water valve on Liberty and Nicoll Street. They also installed a twelve inch pipe on Gidney Avenue and Chamber as well as a six inch pipe on W. Parmenter Street. The City recently closed its RFP for the redevelopment of the Dutch Reformed Church receiving three responses and each offer is a great program for redevelopment so we will work to arrange interviews over the next few weeks with all three responding teams. Staff has assembled a diverse group of individuals for the interviews which includes staff and community members with experience in historic preservation, architecture and community based development. They anticipate choosing a developer sometime in March and then working with City Council on an agreement.



City of Newburgh City Comptroller's Office

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TO: Michael Ciaravino, City Manager
Mayor - Judy Kennedy
Councilwoman – Genie Abrams
Councilwoman – Regina Angelo
Councilman – Torrance Harvey
Councilwoman – Cindy Holmes
Councilwoman – Karen Mejia
Councilwoman – Hillary Rayford

FROM: Kathryn Mack, City Comptroller

DATE: February 27, 2017

SUBJECT: City of Newburgh Financials – January 2017

Below are the highlights for the City of Newburgh revenue and expense activity for the period of January 2017.

General Fund Revenue

During the month of January 2017, the City of Newburgh collected \$5.4 million compared to the annual revenue budget of \$44.4 million. Of the \$5.4 million collected, \$4.2 million was for Real Property Taxes and PILOT Payments. The remaining \$1.2 million was a combination of departmental income, fund balance transfer and inter-fund transfers. Compared to this time last year we have collected approximately \$1.4m more in FY2017. This is primarily due to timing on tax deposits in 2016.

General Fund Expense

For the month of January, the City of Newburgh expended \$2.2 million including \$154k in FY2016 encumbrances that rolled into FY2017. As we continue to close out FY2016, these encumbrances will be used to pay remaining 2016 bills and any outstanding balances will be cancelled and rolled back into final 2016 figures.

Overall Departmental expenses are in-line with the approved budgets including Police and Fire overtime. Police and Fire are both slightlying down compared to the same time last year. We will be working with both departments to monitor OT more closely in this year's budget.

Enterprise Fund Revenue

For the month of January 2017, the Enterprise Funds (Water, Sewer and Sanitation) generated \$777k in revenue.

Water and Sewer bills for FY2017 1st quarter are scheduled to go out April 2017.

The Sanitation 1st quarter billing was \$752k which is on trend for the \$3m revenue budget.

Enterprise Fund Expense

For the month of January 2017, Enterprise Funds expended \$786k plus \$153k in FY2016 rollovers. Rollovers will follow same process as General Fund, unspent balances will close down to their respective funds.

Trust and Agency Accounts

- **Misc Donations**
 - CAC (former Shade Tree) - \$945
 - Misc. Fire Dept. - \$15,846
 - Landlord Registry - \$178,993
- **Police**
 - Police Evidence - \$80,493
 - Federal Seizure - \$27,159
 - State Seizure - \$22,953
 - Police Bicycle - \$552
 - Police Donations - \$187
 - Misc. Fire Dept. - \$2,634
 - Auxiliary Police - \$2,035
- **Celebrations**
 - Puerto Rican Day - \$80
 - International Festival - \$4,387
 - Fireworks - \$2,634
 - Memorial Day - \$91

Current and Upcoming Projects

Finance

- *FY 2016 Audit*
 - We began the preliminary review of the 2016 Audit in February of this year. We are finalizing the initial requests and working with the auditors to review cash handling procedures in all departments and will be making adjustments where necessary. The auditors will begin their official full review Monday, April 3, 2017 and the audit should take approximately two to three weeks.
- *Water Emergency Expenses and Reimbursement*
 - *Purchase of Aqueduct Water*
 - *Jun to Dec 2016 – \$3,550,950*
 - *Other PFOS Emergency related expenses*
 - *Approximately \$278k in FY 2016 which we are finalizing a reimbursement agreement with the State, in addition to reimbursements for continued expenses in 2017.*
- *Boat Launch Parking Meter*
 - *Working to install a pay and display parking meter at the boat launch. It will be solar powered machine which will only accept credit cards. On heavy traffic days such as beginning of the fishing season and holidays we will man the station to help with the traffic but we anticipate saving at least 10k in the process.*
 - *We will be sending out a Press Release and work with Recreation as well as Clerks office to get the word out before the season begins.*
- *Overall Parking Lots and Permits*
 - *Reviewing current parking study to ensure that all areas are identified and the best value and place for the current three meters. A plan will be presented to Council for the location of the current meters as well as permit program as requested by Council.*
- *Accounts Receivable Module*
 - *Implementing Accounts Receivable module that will allow for automatic billing for City Business as well as CDBG loans.*
- *Job Posting*

- Job Posting
 - *Current opening for a Jr. Accountant applications should be submitted to the Civil Service office. There will be a Civil test involved.*
- Current and Upcoming RFPs:
 - Currently under Review
 - *Finalizing review of the Real Estate Agent/City partnership*
 - *Waterfront Revitalization/Dutch Reform and City Club – 3/6/17 interviews*
 - Pending RFP awards
 - *New Hire/Random Drug Testing Deadline: 3/22/17*
 - *Water Department - Copper Sulfate: 3/6/17*
 - Upcoming RPF/BIDs
 - *New Camera Project - final phase*
 - *Demolitions funded by 2016 BAN*
 - *Civil War Monument – Downing Park*
 - *4th of July Fireworks*
 - *Supplies and Cleaning Products*

Assessor's Office

- Continuing to finalize 2017 full City Evaluation
 - Residential review is complete has been reviewed and accepted by NYS
 - Commercial Properties have begun and we are about 92% complete. State will review final commercial numbers.
 - Anticipate that mailings will be out by Mid-March.
- March 1st is deadline for filing applications for all exemptions:
 - Enhanced Star
 - Aged Exemption
- Applicants for the Board of Assessment Review should provide letter of intent to Executive Office

Information Systems

- Nick Crispino named IT Manager
- Wireless Camera Project - Complete and Functional
- Replacement Camera Project – Complete and Functional

- Additional Camera Project – Finalizing RFP, expected to send out in early March for a deadline of Mid April.
- Flash Cams – Illegal Dumping in various locations throughout the City
- Shot Spotter – Kick off meeting 3/2/17
- Updated City Website – Anticipated launch date 3/7/16

Tax Collectors office

- Working with Tax Collector to implement credit card options for WSS and other cash handling departments, as well as exploring debit card acceptance or online e-check acceptance for all bills.
- Working to integrate automated Installment Payment Agreement collections and calculations with current KVS (financial system).
- Beginning review within the Tax Collectors department to maximize processing and account reviews during low collection periods and improve efficiencies during high collection periods.

PRESENTATIONS

Public Hearing Chapter 240 Rental Properties Cont'd

Gabrielle Hill, City of Newburgh said she understands that landlords want their property in good condition but a lot of the buildings that we live in are old and worn down already. This should be on a case by case basis and if the tenant's damage exceeds their security then take them to Small Claims Court. She definitely doesn't feel that Jail is the way to go. We have a lot of single parents and two job working individuals so you should look at the structure of the home. A lot of these homes are very old and broken down. She has lived in a lot of apartments in the City of Newburgh that had issues with plumbing and electricity with only one outlet per room so extension cords are necessary but they are a fire hazard. She doesn't think that this should be a law and if there is excessive damage then the landlords should take the tenant to Small Claims Court. She does not agree with Jail. We should try to explore every avenue before we start sending people to Jail. She understands that we want a clean environment and clean neighborhoods but Jail will not solve that problem. Many of these problems started before a person moves in and it just got worse over time so this should not be a law it should be case by case.

Raphael, Lander Street, said that this law has nothing to do with putting people in Prison; it's just fines. Many here are good tenants and good families and this has to do with holding people accountable. That is all this is about. This has to do with responsibility of the tenant and nothing to do with the structure and integrity of the property, unit or building. These are two separate matters. Don't mix them up.

Andre Niles, 258 Liberty Street said that these are basic safety issues like smoke detectors and carbon monoxide detectors but he is not sure why that is being passed on to the tenant. He understands that when some tenants leave there is sometimes damage to the property but why is that happening? Maybe they have been having struggles with their landlord. Why wouldn't a tenant want their property fixed? They have to live there so why would they want to destroy it? This doesn't make any sense to him. He also doesn't understand why the suggestion came up to have the license fee be for two years instead of one. It's a safety issue and concern so these inspections should be done at least every year for life and safety. Some people died from carbon monoxide which could have been prevented. He is concerned that the safety hazards are not being kept up to date through inspections. It's a business and there is a risk for every business.

A City of Newburgh resident, 158 Dubois Street, asked for clarification on the language. When he read it there were provisions for imprisonment in the ordinance. He understands that there have been some amendments but he hasn't seen it yet.

Gay Lee, City of Newburgh, said that we have been talking about this tenant landlord ordinance and responsibilities for a few years now and there are people who destroy

apartments so there is no question about that. We have a considerable number of slumlords also and we need better quality housing. She doesn't understand why they want to "ban the box" and then criminalize tenants. This City and the Landlords make their money off the poor. How dare anyone criminalize someone for making a mistake. Sometimes the Landlords don't fix the apartments and she doesn't understand why the Mayor would be part of this. Her tenants have come to the City Council to complain about their living conditions and a Fireman fell through the floor in the house she owned at 74 Lander Street. Tenants do make mistakes but why does this have to be criminalized? When you move into an apartment take a picture of what you are moving into because tenants look for Landlords who they can take to Court so they don't have to pay and Landlords look for tenants that they can push and bully and leave living in squalor. If you want your apartment to be taken care of then you will put people in who will take care of it. Not everyone is destroying apartments. Some Landlords are renting out rooms so if they can't afford to pay the fees or keep their apartments clean then that's on them. If there is a problem there is already a process. Look at the New York State Tenant Landlord Action and do something based on that. The Council members are not Attorneys. They write legislation not laws. This needs to be taken off the table and they need to consider more housing in the City of Newburgh. Until Landlords go to Court and take action this will be a problem. When they take money from public assistance and Section 8 their argument is with them.

Michael Acevedo, City of Newburgh submitted and showed pictures to the Council and the audience of an apartment that was damaged by tenants that no one would want to move into. This is all damage caused by tenants. A Landlord does not go into his home and destroy it after buying it and spending a lot of money fixing it up. The Landlord doesn't kick in doors or break the windows. All they are asking for is to hold the person who caused the damage accountable. This is not how he was taught to live yet he gets this time after time.

Carlos, City of Newburgh said that he fixes up a lot of the homes in Newburgh and there are a lot of good people here. Some do wreck them and they keep clothing next to the heater so we tell them that it is a fire hazard. Windows and doors get broken and we fix them but don't say anything. When tenants get evicted or move out in the middle of the night, we find the door is left open and sometimes they leave stray dogs in the apartments so they cost a lot to fix. Why are there so many abandoned buildings in Newburgh? Because you are running everyone out. You need Landlords in order to have apartments and a lot of Landlords don't feel that it is worth it. All of these abandoned buildings are here because people are scared to put their life savings into a building and then have it destroyed.

Joe Alvarez, City of Newburgh, said that everyone should be responsible with their property but to criminalize because they don't have good hygiene habits is crazy. Landlords and tenants have responsibilities and they have to have respect for each other. When you rent an apartment you should do a credit and criminal check before renting it and put it in your Lease what they are responsible to do. You have to build a relationship with your tenant and take the time to see if they qualify to occupy your property. It is a

gamble that they are going to pay their rent on time and take care of your property. If you are up to code then you don't have anything to worry about. It is not the responsibility of the tenant to shovel the driveway or the stairways it's the owner who has to check on the property to make sure it is up to code. If you are not sure about someone then maybe you should do something month to month.

Peter Gasparini, New Windsor, said that he has beautiful apartments and if the Landlord lives in their building then don't have to pay this increase which is not right. They should have to pay as well because they could have violations also. He takes care of his buildings but he has put two kitchens in two apartments in the past seventeen years as well as bathrooms, carpets and repaired walls and sinks. He stays on top of his buildings and nobody complains. He had a woman with five children in one of his apartments and she had the kitchen boarded off so he had to call CPS to get her evicted. The kitchen was boarded up with raw garbage and a mouse infestation so they gave her five days to get out. He had another tenant he tried to work with and help her clean up by giving her the equipment to do so. This woman had a baby that was two weeks old that he had to give CPR to and contacted the Police to take the baby to the Hospital. These are the kind of tenants that they are talking about and who need this Tenant Responsibility Act. They are not conditioned to take care of their families so they are not conditioned to take care of their apartments and this is why we need the help. We are not looking to put them in Jail we just don't want to be burdened with the bills that they create.

A resident on Clinton Street near the Crawford House said that he is not a land owner or a Landlord but he found out that there is Jail time involved with this which is unconscionable. All of the people in favor of this say it is not about putting people in Jail. It is unconscionable in this day and age to be threatening or following through with putting people in Jail over a situation in an apartment. We look to the City Council to lead us and protect us to make our lives better. To consider that someone could be punished to that degree is mind boggling. We need to find ways to put less people in Jail not more. There is no need to bring Prison into this.

Michelle Kelson, Corporation Counsel said that there is a range of remedies in the proposed ordinance for the tenant responsibility portion. The penalties do include options of fines and a term of imprisonment. These are the same range in penalties that accompany almost every other ordinance which the City Council has adopted. They do not need to include it if they do not wish to but the ordinance was drafted to be consistent with other regulations that the City has previously adopted. These remedies are available to a City Court Judge who is listening to and hearing an enforcement proceeding. The imposition of the penalty at the end of that case is solely with the discretion of the Judge.

Mayor Kennedy noted that it is at the discretion of the Judge. In our City, that would be a penalty only on repeated offenses or extreme cases.

Councilman Harvey said if you don't pay a ticket what happens? You could go to Jail. It's

an issue for the Court.

Mayor Kennedy said that they just passed a Landlord Responsibility Act stating what the Landlords are responsible for. This is about accountability on both sides of the fence and it's time to understand that rights and responsibilities go together. We have heard all of the input and now the Council needs to decide the next action to take.

Councilwoman Abrams appreciates all of the input on this very important matter. She has learned quite a bit tonight and suggested they could eliminate that phrase about imprisonment. She likes this idea but that term or phrase should be removed from there.

Councilwoman Angelo said that she would agree with that.

Councilman Harvey appreciates hearing the arguments on both sides. He had the opportunity to meet with Landlords and some city officials in Kingston to see how the Tenant Responsibility Act is working over there as they are very similar to Newburgh. When we talk about revitalization of the City, trying to make it more attractive and restore it to its historical greatness this is all part of that process. He understands the concern with imprisonment because by no means did any of the Council think that anyone would go to Jail. It is more about accountability and having a law in place if someone decides to destroy an apartment for whatever reason. There are a lot of great people and renters in the City of Newburgh but a small percentage have the mind set to destroy property because they are going through an eviction process. He has seen some of these buildings and the damage so there needs to be accountability on both sides. We passed the Landlord Accountability already and now we are looking to pass the Tenant Accountability Act. He had a personal experience with his home where people renting next door moved in and the property was damaged, garbage was all over and part of his fence was knocked down. Some homes have been destroyed where someone put sand in the toilet because they were being evicted. No one intended for people to go to Jail with this ordinance. We are just asking for accountability and fines to be paid but if they are not then incarceration is in the law. If you don't pay a ticket for a moving violation, is Jail possible? He added that he is a person of compromise so if this Body decides to exclude the Jail or Prison term from this law then he is agreeable to that.

Councilwoman Holmes agrees with Councilwoman Abrams that Jail time should be removed but there does have to be accountability and responsibility. She rented her home out once and the property was damaged so whatever the fine is it will be up to the Judge. She doesn't want to see anyone else go to Jail so she agrees this should be removed.

Councilwoman Mejia feels that additional outreach needs to be done and additional input needs to be taken. She appreciates the fact that they are contemplating removing the Jail sentence time. She completely understands where some of the Landlords are coming from with the damage to their property. That is why things have to be documented before

anyone moves in and out so we are trying to figure it all out. There is a reduction in the fee that has taken place which we will be voting on later in the evening and we have to be specific about the responsibilities of the Landlord and the tenant.

Councilwoman Rayford does not agree with this. She doesn't think that the Council should be involved with the tenant and landlord situation. The Lease takes care of these matters and perhaps the Landlords should increase the security fee. Ninety five percent of the men are in Prison and now we are talking about incarcerating women too who are the heads of the household mostly here in the City of Newburgh. She will not be voting in support of this ordinance considering both sides and she believes that the Courts are doing a fantastic job doing what they have been doing. She lost houses trying to help people but that is the risk she took. Her Lease was overlooked by the tenants and the Judges gave them more time to stay there but she couldn't afford to pay the taxes and have them stay in her house. She couldn't afford it so she had to have the City come get her house but that is the risk that we all take. Her vote will be "no" on this.

Mayor Kennedy said that every ordinance has to have some teeth in it and the fine is not to exceed \$250.00. Being that much of the damage is way beyond that amount she suggested a compromise by increasing the fine up to \$500.00 and eliminating the Jail time. As with every law and ordinance that we pass, we have to see how it works. It is always up to the Judge and is at their discretion. We are going to try this and see but she recommended that the fine be increased and we eliminate the Jail time. The whole issue here is to bring balance and accountability on both sides of the fence.

Michelle Kelson, Corporation Counsel said that initially a Public Hearing was scheduled on three separate pieces of legislation which were kept as separate ordinances so that they would have some flexibility. Following the Work Session on Thursday her understanding is that the amendments to the Rental License Registry and the fees were something that they were ready to vote on which are in the City Manager's Report. The Tenant Responsibility piece is not yet numbered and is not in the City Manager's Report so it is not necessary or procedurally ready for them to vote on tonight.

Mayor Kennedy asked Corporation Counsel to amend it as suggested. It is not up for a vote tonight so it will be amended and put up for a vote on another night.

There being no further comments this portion of the meeting was closed.

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Gay Lee, City of Newburgh, gave the Council a written statement that she was given by a tenant but did not want to read it aloud. She said in regard to Item #24 that we have spent the past hour talking about housing, Landlords and tenants. The Mill Street Partners Project has been on the table for four to six years now and her problem is that yet again it has been manipulated. Most of the Council didn't read it so that tells her that they didn't write it. The City Manager made the changes and the Council is expected to vote on it. It's time to stop playing the games and stalling the projects. The agreement shouldn't change four years later to something that the City Manager put together on the fly. It is clear that he is not being supervised or addressing these issues with the Council so yet again the Mid- Broadway Project is on hold. This needs to go the way it was written and they need the extension because they did not create the problems that stalled the project, the City Manager did. The City is holding up this project and we don't know if it will work because it hasn't been given an opportunity to move forward. She hopes that they table this tonight or change the legislation back to the original legislation and let the process move forward.

Barbara Smith, Powell Avenue, said in regard to resolution #58-2017 that when she was a girl they played a game called "Kick the Can". This resolution has been kicked long enough. Tell them it's over. If you cannot get what you want from this particular developer, why not start over with another RFP or RFQ and see if we can get a developer in that spot who is ready.

Drew Kartiganer said that he is opposed to the Mid-Broadway Project. He made note of a Deed restriction on the property which limits the City to sell the parking lot which is part of the property. There have been various conversations about being able to lawyer over this Deed restriction but he hasn't heard if there has been any research and he doesn't believe they can do that. This Project is not this Council's albatross unless they extend this option. There are a lot of things wrong with this project and the City of Newburgh residents will be paying between six and nine million dollars directly out of their pockets from the PILOT. Adding on to that is the indirect cost of the Newburgh School District for another fifteen million dollars to pay for all of the kids. Meanwhile the developers are walking away from this with a multi-million dollar payout. You are basically subsidizing a payout on the backs of City of Newburgh taxpayers. You can't pay the Police and Fire and you are losing your Police Chief because he has a better offer. If you think you can continue to do subsidized housing and maintain the City and not have people pay taxes, that's not going to happen. Voters will know this at the next Election. Everyone pays taxes one way or the other and we will all have to face the consequences if the Council passes this albatross and kicks that can down the road.

Stuart Sachs, 28 Lander Street submitted and read the attached comments. (copy attached)

Ann Welch, City of Newburgh said to consider this carefully and take the time to maybe hire outside Counsel for this Development Agreement. Stuart Sachs just read a memo

about the history of this so she encouraged the Council to take that seriously also. She noted that she was appointed to a Board by the City Manager and she did fund raise against this Project before she was appointed and recused herself so there was no conflict of interest there. She is against this Project for many reasons but the big issue for her is the taxes and the PILOT. She has watched this Council make impossible decisions on the Budget and a community should not have to choose between a Skate Park or lights and cameras. We are going to have to keep making those kinds of decisions unless we start making smart financial decisions. We have to think long-term and this development will not pay taxes for thirty years. The year 2049 is too far in the future so this doesn't make sense. This is not good for the community.

Jeffery Link, 4 Clark Street, submitted and read the attached comments. (copy attached)

Nelson McAllister, 412 Liberty Street submitted and read the attached comments. He said he is giving the Council this information so that they can make an informed decision. (copy attached)

Joe Alvarez, City of Newburgh said that he is in favor of the Mid-Broadway Project. Everyone who spoke against it has a nice home and is in a good financial state. This Project is offering to certify two hundred City residents, train them and employ them. Nobody talks about the Riverfront and the PILOT they had and how many years they didn't pay taxes. How many kids are dying on the streets that don't have a nice place to live? They are trying to bring something to our City and people are upset about it. That talk about a bribe is crazy. Because he offered to help some kids and keep them off the street that's a bribe? He told everyone that if they ever go broke they will know what these kids are going through.

Patrick Normil, Mill Street Partners said that years ago the City issued an RFQ and they were one of six teams that responded. The RFQ asked for a dense mixed use redevelopment project which is what we delivered. From the start we knew Newburgh better than the other teams. From the start we talked about hiring local people because right now local young kids here don't see opportunity or have hope. They do not want to put a financial drain on the City and he knows for a fact that the City School District's enrollment has been declining for nine years. He knows that they will be paying for water, sewer and trash. If the City thinks that they are going to hire Police and Fire just because of this Project, which is the only other cost that could be incurred, he doubts it. They came here to bring about positive change and good quality affordable housing for Newburgh families. Everyone has heard about the condition of these apartments. This would be one of the newest and safest buildings in the City with job opportunities for City residents. We need more economic development and for residents to benefit from that to turn this City around. The lack of development is your issue with a poor tax base. He added that he finds this bribe issue crazy. It was Councilman Harvey who mentioned that he wanted to see what else we could do to improve the financial benefit to the City. Thanks to Joe Alvarez, we heard that the Cheerleader's for the Newburgh Steelers needed uniforms so we made a small contribution. Nine days later those Cheerleaders won a Competition and Joe

sent him a picture. We saw that a small amount of money made a positive change in those young girls' lives. There is no bribe here.

Kevin, Liberty Street said in regard to Item #24 that he has lived here for about twenty-four years now and the City Manager immediately fired the Director of Planning and Development, James Slaughter. There is no diversity in the Economic Development Office and it is not reflective of our community. He has not shown any regard to the people in our community and closes his door to everyone while his staff makes lame excuses for his constant unavailability. He calls for his resignation today and he holds Mayor Kennedy responsible for allowing the City Manager to run this City into the ground and neglecting his duties for over two years.

Peter Gasparini, New Windsor said in regard to the Mill Street Project that he understands they will be getting a thirty-five year tax break. How about we change the tax break where they should pay the taxes for twenty years with a five year break from year twenty-one to twenty-five and then continue to pay taxes from there. Why thirty-five years? In regard to the fees for the Landlords, they postponed their vote on the tenant resolution so he would like them to postpone their vote on this resolution as well until we have an agreement across the board. To be fair they should put the two of them together on one night. He is willing to pay the fees but wants to be respected too.

Booker Curtis, City of Newburgh has heard a lot of stones being thrown tonight with different opinions and he always wonders why people don't want to embrace progress and change. The Mill Street Project lot has been empty for many years and now the opportunity comes to give people hope. Many buildings are condemned here in the City and here is an opportunity for the City and the people to come together and see their tax dollars being used for the right reason. To make life a lot better for some and to give hope to many. This Project will create jobs for many in this City who can't get a job here. He is in favor of this as a tax payer and the Council has a responsibility to look out for the wellbeing of the City as a whole and watch it grow. Not continue on the same path it has been on for the last twenty-five years of mismanagement. There is a change in the air and the people. People are not going to stop until they see some constructive progress in what they are crying out for. We have to realize that this is the time and we need to seize it while we can. People are losing hope so give them hope and opportunity. We also have to understand that there is a responsibility for us to make sure that what they say they are going to do they do.

A Minister in the City of Newburgh said that she has lived here for about twenty-one years and raised her family here. She loves Newburgh and moved here from Brooklyn because she wanted to give her children a better life. In the time that she has been here she has watched the government of Newburgh rip the people off. In Resolution #55-2017 you want the City Manager to apply for funding when the City already had a lot of money such as the \$96,000.00 that Fire Chief Vatter stole. Other Managers have come in and they are constantly ripping the City off which hurts the taxpayers. A couple of years ago we had a huge property tax increase and now a lot of homes are in foreclosure. Instead of applying

to give law enforcement more power over people maybe we should apply to the State and Federal Government for funding to help educate our kids and keep them out of Jail. Help the teachers get supplies so they don't have to use money out of their own pocket and help our residents get jobs. This is a vicious cycle that keeps going on and on. When she looks at people in management in the City they are all white. When people of color get in there they seem to be fired on the spot yet we have Manager's like the DPW guy who wants to rant and rave on Facebook about working for Newburgh if you are lazy and incompetent. Where she comes from you would be fired for that but he is still here so that makes her wonder what the mindset is of the City Council and the government of Newburgh. Do you not care? There are a lot of people of color who love this City and who are raising their families here. We don't need more enhancement for law enforcement we need to enhance our education system and the job system for our families here.

Robert Sanborn, Mill Street Partners, recalls the evening at the Work Session where the Council asked if there was something more we could do for the City. We thought about it and talked to the community and it became clear that the youth need support and a way to bring up their energy and creativity in a positive way. We came up with a dollar amount to contribute to youth programs and we feel that it will make a direct impact. The donation to the Cheerleaders was a very small gesture on our part after discussing with community members what was needed. In regard to the PILOT, we did a survey of Orange County PILOT's and out of the fifteen we found we are paying the highest of all that have been allocated. PILOT's are very important financial instruments that spur development and Mid-Broadway will spur development. He asked the Council to please consider all of this so hopefully they can get this extension, move forward expeditiously and start construction by the end of the year.

Vernon Smith, City of Newburgh asked why so many people are on the streets in the City today with no jobs, opportunities or hope. Everyone is looking for a job to make money to take care of their families. We need jobs in our community so that they can look forward to job opportunities and income for their families. The first job opportunity that he knows of to come here is McDonalds. With all the jobs that have left why can't we put those same amount of jobs back in the City? Where there is no opportunity there is no hope and there will be chaos. The City government needs to move forward to make that negative a positive.

Anusha Mehar said that she is addressing an item that was removed from the Agenda and it is to her surprise as she was not notified. This is for the conveyance of 51 Courtney Avenue and the changing of the resolution.

Councilman Harvey noted that we wanted her to come in to speak to us.

Ms. Mehar said that she is concerned and the reason she is addressing it is because not only does she have a closing date on March 7th but her term expires for the resolution prior to the next Council Meeting.

Councilman Harvey said that at the Work Session on Thursday we made a special request to the City Manager to have her come in so we can talk about that particular resolution so we would know the details from her point of view. We didn't want to vote on that particular resolution without her input.

Ms. Mehar said she understood that this would be the forum for her to give them that information. She said that she communicated with Corporation Counsel in regard to being able to represent herself on that agenda item so she is not sure how to move forward being that the resolution is set to expire.

City Manager, Michael Ciaravino asked for a point of order as it was not removed intentionally and by a motion of the Council it should be placed back on.

Councilman Harvey said that they need to make a motion to put this particular item back on the Agenda so we can deal with this unforeseen circumstance.

Michelle Kelson, Corporation Counsel said that a resolution was prepared and she has a copy of it with her tonight so it can be numbered accordingly and the Council can vote on it.

Councilwoman Holmes said that they were under the impression that she was going to live in the house and on the resolution they found out she was not and they want to know why.

Ms. Mehar said to be clear that she does plan to live in the house and she is not trying to take out the five year contingency term because she doesn't plan to live in it. She is in a situation right now where she would like very much to move into that home. In hearing all of the conversation tonight around landlords and tenants, she doesn't know where she may be in the next five years. She is at a point in her career where things are going very well and she believes this house has a lot of potential for her right now. She feels there is a huge disconnect between tenants and landlords in Newburgh and it's not an issue of having too many landlords but an issue of not having enough good landlords. She is not saying that she plans to not live in the home or to rent it out but she wants that as an option. She feels that we need more exemplary landlords in Newburgh.

Mayor Kennedy said that we have a very unique situation here so we need a point of order to step off the order that we are in as there is something here that needs to be resolved with this potential buyer. In order for us to vote on a resolution so it doesn't expire she said that she needs a motion to put it back on the Agenda.

Councilman Harvey moved and Councilwoman Abrams seconded to put this item back on the Agenda.

Ayes – Angelo, Abrams, Harvey, Holmes, Mejia, Rayford, Kennedy – 7
CARRIED

Mayor Kennedy said now that it has been put back on the Agenda we need to have discussion with this potential buyer. She noted that right now we are out of the comment section and we are having discussion with a client about a resolution.

Councilman Harvey said that they were very excited and happy about this conveyance with the understanding that she was going to live in the home for five years which is how and why we made that decision. Why do you want to change those terms if that was what we all agreed on?

Ms. Mehar said that she was unaware of the five year stipulation. She did not know that was included in applying for the property as an owner occupant. That was not listed on the Planning & Development application. You can apply as a landlord, tenant or owner occupant but it does not include the five year contingency. It may be standard knowledge in terms of contractual obligations for an owner occupant but this is her first home that she is very much hoping to acquire.

Deirdre Glenn, Planning & Development Director said that Ms. Mehar would have been given as part of our standard practice a Terms of Sale which someone would have gone over with her.

Ms. Mehar said she was not given any Term of Sale and didn't receive one until the sale was approved and she got the resolution from the City of Newburgh which was already voted on by the Council. She never saw a resolution or any Terms of Agreement prior to that.

Councilman Harvey said that was a question that he brought up in our discussion to support the conveyance of this property to her and he asked her what her plans were. We get excited when we get new homeowners that want to be part of our community as opposed to investment property. There is nothing wrong with having it as an investment property but under the terms and conditions that we all agreed upon we understood that this was going to be an owner occupancy.

Ms. Mehar said that there is a little bit of misunderstanding as she does plan to live in the home as an owner occupant at this time. She is not buying it as a Landlord for a rental property but years down the road she may want to purchase another building and contribute to the further renovation of the City of Newburgh. There are so many blighted buildings in this City and she feels that the five year contingency can have potentially the

opposite effect of what they are intending. If she sells this property to another owner occupant within the five year term she is going to sell it much closer to market rate because it will include the work that she has put into it and that is going to contribute to the further renovation of the Heights. As an upstanding citizen who has a track record and a history with the City of Newburgh for doing positive progressive work here, it is an opportunity to model and she sees the benefit of the contingency in terms of trying to protect the community but she also sees it as a potential gentrifier of the community. It's not that she can't sell the property or do anything with it before the five years is up but who is she going to sell it to and she will sell it much closer to market rate because she will have put money into it to fix it up. According to her resolution terms she has to rehabilitate the property within eighteen months.

Mayor Kennedy said for her clarification that she is hearing her say that she doesn't know what she is going to do for the next five years. She wants to move in it now but doesn't know how things are going to be in three years. The question before this Council is are we willing to sell this property to her without the contingency that she live in it for a full five years?

Councilwoman Rayford asked, *"What did the former Council vote on as far as legislation?"* The single family occupancy she believes is for five years. Are we going against past practice?

Michelle Kelson, Corporation Counsel said that it is not an ordinance. Generally speaking where a prospective purchaser is interested in buying a home to occupy as their primary residence the Council has generally added a term to the deed covenants requiring the person occupy the home as their principal residence for five years following any rehabilitation. It is her understanding that those conditions were reviewed with this buyer as well as other buyers who have purchased properties under the same conditions. After this resolution was passed in December the purchaser contacted Planning & Development and her office asking to have this restriction removed. We as staff do not have the authority to do that so our only available avenue is to come back to Council to see if they are willing to amend.

Councilwoman Abrams said that she is more than willing to sell this building to her. She thinks she is a very responsible person who wants to purchase and fix up properties in our community. Not everyone knows what they are going to be doing in five years but we have to trust her track record. She is willing to take a chance that Ms. Mehar will renovate this building beautifully and live there.

Mayor Kennedy said we sell buildings all the time and the only thing different about this situation is that we started out that it would be a homeowner. The question now is do we want to modify the terms of agreement? We have changed things in the past due to hardships.

Councilwoman Rayford asked about the other families who have come forward and are sticking to the five years. It needs to be known that if people are having difficulty staying in their homes, they can come back to the Council to get it revised.

Mayor Kennedy said that we have made changes in the past and this is being done before the agreement. We have sold a lot of property to a lot of people providing apartments and they are in much better condition.

Councilwoman Mejia wanted to pull up the Minutes from that meeting because she knows that the occupancy requirement was one of the first things that we mentioned. If we start changing it one applicant at a time then we shouldn't have it. She wants to go back to those Minutes to find out if they had that conversation. If it's not clear, then it needs to be rectified.

Ms. Mehar reiterated that she plans to inhabit this property and she is not thinking about an exit strategy. She is simply saying that within a five year term there is a potential for new things to arise that are not anticipated at this moment. On Thursday it was asked why this issue was not flagged on a sooner date and she has been extremely disappointed with her correspondence with City Officials in terms of trying to resolve this issue. This was addressed immediately when she received it and read it through but was not able to schedule a meeting or contact anyone to bring this up sooner until two months later.

Councilman Harvey added that a lot of times people confuse the different branches in the government and what our functionalities are. Many times the Legislative body gets blamed for things that aren't being done on the executive side.

Ms. Mehar said that she is not blaming the Council.

Councilman Harvey asked Deirdre Glenn to please clarify.

Deirdre Glenn, Director of Planning & Development said that this was brought to Council at the end of December. The first objection Ms. Mehar had was not with the residency requirement but that she wanted to go back in to examine the house for lead paint.

Councilman Harvey said that we need to make a motion to take this vote and let it be what it is.

Michelle Kelson, Corporation Counsel said it is being put back onto the Agenda and it will be Resolution #59-2017 in the City Manager's Report. When you get to it you will treat it as any other Agenda item following discussion.

****Back to public comment**

Pastor Borden, 264 Liberty Street, President of the Newburgh-Highland Falls NAACP Branch said that the Mid- Broadway Project has already been approved. He is raising children here so it is not really a concern of his but for our area because this Project keeps being held up. He has been watching and listening and even attended a Zoning Board meeting where this Project was held up. The State has already approved the millions of dollars for that Project so we need to get work started on this. Things that are in motion usually stay in motion. Some of the Council members will not be back after the Election but while all are here now pass this extension to let it move forward so the work can begin. Let the history record show that this administration brought revitalization back to the City of Newburgh. Give a young boy or girl the opportunity to run around and play with a place where they can live. He supports this Project.

James Thorpe, City of Newburgh said that this Project will bring jobs to the City so how can you let it slip through your fingers. We never know when something like this will come to Newburgh again. Crime and poverty go hand in hand. There is no opportunity or hope here and most of this City is condemned with jobs that are being outsourced. This developer is going to bring two hundred jobs to the City which is life changing so how can you go against that? We can't rebuild the community without rebuilding the people and economic development. This deal is on the table and they are willing to work out any problems to get it moving. Helping the kids is not a bribe. Where was everyone when the Riverfront was getting the tax breaks? He doesn't know what the problem is with this Project because it will help the residents of this City. We are losing kids every week and we are all feeling it. Let the Project go through.

David Cooper, representing Mill Street Partners, came here tonight to discuss the proposed amendments. It is his understanding that there is another amendment before the Council right now which they recently learned about. It doesn't reflect the terms that they are proposing and he thinks what might be the most reasonable step at this point is to table their vote tonight until the next meeting because he thinks there is some miscommunication that has gone on between Thursday and tonight. This would give them an opportunity to work with Corporation Counsel to come to an understanding. Table it tonight and then come back in two weeks to finalize.

Ann Sullivan, read a letter on behalf of Michael Lebron in regard to the Mill Street Project. *"I oppose the granting of any extension to the Mill Street Partners application to develop the Mid-Broadway site. The City needs a developer who will do the right thing. Mill Street Partners instead ran a bait and switch. First promising to bring revenue to the City and then instead asking for a decades long PILOT putting an added tax burden on property owners who are already stressed and discourage other investors from coming in to the City so they can make their profits and run. Threatened to sue the City over their own failure to do their own due diligence regarding the Deed restrictions on one of the lots. A restriction that*

may prove to be an unsurmountable problem and they are trying to bribe local groups for their support with donations. Mill Street came here with their original proposal six years ago and have been granted two extensions but still haven't gotten it right. They now have the temerity to ask for a third when reasonable people would start questioning their competency. Until now this problem was inherited by this City Council but if they grant another extension it becomes this Council's problem. 2017 is not 2011 and this City should no longer feel desperate. If Mill Street goes away there will likely be other developers who will be eager to make proposals that are truly progressive which will make money for the City and will be a win, win. I urge this Council to reject this extension request."

There being no further comments this portion of the meeting was closed.

* Submitted by Stuart Sachs at Council meeting 2/27/17

Friends, Newburghers, Citymates.

I come to bury Mid Broadway, not to praise it.

I present you today with a memo from the people's attorney, Alan Lipman. It details the end of the development agreement Between Mill Street Partners and the City of Newburgh, and the necessary 6 vote super majority that would be required to authorize a new contract.

To understand this, we must look at the time line of the development agreement with the City. The original agreement, authorized in October 2012 had a 2 year time span in which the City agreed to allow Mill Street to be the preferred developer for the site, and Mill Street agreed to submit plans, get approvals and get state funding for their project within a 2 year time span.

A year into the agreement, Mill Street applied for and received a contract extension to May 1st 2015. They were granted that extension by the City Council, but the deadline came and went, and neither had Mill Street finished their approvals nor had they gained the required state funding, nor did they ask for another extension. They simply let the agreement lapse. Days, weeks, months... Almost 6 months went by... and then, they erroneously asked for an extension, not a new agreement. You see, this deadline had passed, and specific milestones were not met. The City enforces contracts all the time, for example what happens if you fail to pay your real estate taxes? The rules are harsh, but they are applied equally to all property owners in the City.

Mill Street Partners must abide by the same rules as the rest of us. No more, no less. When their contract is done, it is done. When May 1st, 2015 came and went their development agreement ended. No pointing the blame finger at the City, no threats of lawsuits, unless, of course, they want to sue themselves for failure to maintain their own contract. Just like the property owner who fails to pay taxes, the deadline is past. The deal is dead.

Once the Development agreement ends, either it's over, or you ask for a new agreement. This is what the law demands. In Newburgh, the process for selling City owned property requires a Super Majority vote of "4/5 of the entire City Council." With a 7 total members, 4/5 of the Council is 6 votes. The initial contract did achieve the proper vote, but when Mill Street asked the City to renew the agreement, they only achieved a simple majority of 4 votes. Two votes short of the required 6 votes. No contract, no extension... still dead. The expired agreement was not legally renewed in October, 2015, and thus there is no agreement between Mill Street and the City, and there has been none since May 1, 2015.

It is noteworthy that any approvals gained by Mill Street during this period are also null and void. If Mill Street wants a new Development Agreement, and the City wants to consider it, they must receive 6 affirmative votes. That's what the law says, and it applies to Mill Street just like the rest of us. No more, no less. They can complain and threaten lawsuits, but the law is clear.

Respectfully Submitted,
Stuart Sachs

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BRIAN M. GIBSON
KAREN TELGHEDER

February 10, 2017

City Council, City of Newburgh
83 Broadway, City Hall
Newburgh, New York 12550

Attention: Judy Kennedy, Mayor
Attention: Michael Ciravino, City Manager

Re: Kartiganer and Sachs w. Newburgh City Council

Dear Mayor Kennedy and City Manager Ciravino:

Once again, I write to you on behalf of Messrs Drew Kartiganer and Stuart Sachs, residing at 30 Meadow Street, Newburgh, New York 12550 and 28 Lander Street, Newburgh, New York 12550, respectively.

At this time, the issue before the Newburgh City Council relates to whether or not the Development Agreement (the "Agreement") between the City of Newburgh and Mill Street Partners, LLC, relating to the sale and redevelopment of City owned property known as the "Broadway Site", dated on or about October 22, 2012, is in force and/or effect.

The record in this matter began with the City Council's adoption of Resolution N^o194-2012 on October 22, 2012, authorizing the City Manager to enter into the Agreement which had a term of two years to October 22, 2014, in which the Developer was required to demonstrate the availability of "Public Funding" and to secure the approvals which were a prerequisite to the development. The City Manager entered into the Agreement on behalf of the Newburgh City Council on or about October 22, 2012.

On December 9, 2013, following the initiation of an Article 78 proceeding by my clients against the Newburgh City Council, the Newburgh City Council adopted

(Continued)

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February 10, 2017

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Resolution N^o: 257-2013, (during the term of the Agreement) authorizing an extension of the Agreement to May 1, 2015. That Resolution authorized the Interim City Manager to execute the "First Amendment" to the Agreement which extended the term of the Agreement ***"until May 1, 2015"***. The adoption of that Resolution and the First Amendment to the Agreement established that the Agreement was in place only ***"until May 1, 2015"***.

The consequence of the First Amendment to the Agreement, which on or about December 9, 2013, abbreviated the term of the Agreement to ***"until May 1, 2015"***, was to convert the Agreement to nothing more than a historical document when the calendar moved past May 1, 2015 without an appropriate amendment. The Agreement no longer has significance once its term ended without such an amendment, as it did on May 1, 2015.

At the time of the purported Second Amendment to the Agreement, brought about by Resolution N^o: 28-2015 dated October 26, 2015, no Agreement existed to extend after May 1, 2015. Its term had expired as a consequence of the First Amendment to the Agreement effective ***"until May 1, 2015"***, without a timely extension. Upon the expiration of the term of the Agreement on May 1, 2015, a ***New Agreement*** was required to be considered and passed by the affirmative vote of six (6) members of the Newburgh City Council. That Resolution recites that it was adopted long after May 1, 2015, by the affirmative vote of only four (4) members of the Newburgh City Council out of seven (7) such members, rather than by six (6) such members. (See Section 13-3 of the Code of the City of Newburgh set forth at length below)

The Second Amendment was ***intended*** to extend the term of the Agreement which had by then lapsed five (5) months earlier on May 1, 2015. It purportedly authorized the City Manager to execute the Second Amendment to the Agreement and purportedly authorized a one (1) year extension of the Agreement which no longer had life.

Although authorized by a majority of the Newburgh City Council, that Resolution, required the affirmative vote of six (6) members under §13-3 of the Code of the City of Newburgh (hereinafter set forth at length) as it purports to authorize the sale of Real Property owned by the City of Newburgh. I believe that the Second Amendment to the Agreement was not signed by the City Manager until March of 2016, which only adds insult to injury. While I do not understand why such a long delay occurred, the Second Amendment to the Agreement was not in place at all because it was adopted by the affirmative votes of only four (4) members rather than the six (6) members required under §13-3 of the Newburgh City Code, ***and not at all*** until sometime in March, 2016, some ten months after the

(Continued)

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February 10, 2017
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Agreement had ended by its own terms under the First Amendment, – much like an effort to breathe new life into an already dead man.

The Agreement ends when the Agreement recites that its extension is granted "*until May 1, 2015*" and its requirements have not been met within that time limitation of the Agreement. And when the number of the members of the Newburgh City Council was increased from five (5) members to seven (7) members, and reconsideration was required of the earlier adopted and lapsed Agreement for the sale of property owned by the City of Newburgh, the Code of the City of Newburgh required the affirmative vote of 4/5 of the members of the City Council, – the affirmative vote of six (6) such members.

Very truly yours,

A handwritten signature in black ink, appearing to be 'AL' followed by a long horizontal stroke.

ALAN S. LIPMAN

§13-3 Council approval required; vote required to authorize sale or lease.

No sale or lease of any real property owned by the City or of any franchise belonging to or under the control of the City of Newburgh shall be valid or authorized unless subsequently approved by a vote of 4/5 of all the members of the Council.

* Submitted by Jeffrey Link at Council meeting 2/27/17

Newburgh Council Meeting

Feb 27, 2017

Mill Street Partners -3rd Amendment Proposal

I am here to discuss the Mid Broadway Project. First, it is incredible to me that the City is contemplating a renewal of Mill Street's extension for a 3rd time for an agreement that has expired as Stuart and his lawyer have explained in their letter. Second, is anyone else bothered by the fact that Mill Street is offering a "bribe" of \$100,000 to local organizations, as an inducement, for the City to extend the terms of an expired agreement? Mill Street says they will give \$50,000 to local organizations AFTER the Council approves the project. Bribe. And then they will offer another \$50,000 WHEN the project is complete. Bribe. I have called the Prosecutors Office and reported this nefarious offer. The investigator assigned to Newburgh heard the story and immediately referred it to, Chris Borack, the white collar prosecutor in Goshen. After speaking to Mr. Borack, he suggested I get the Attorney General's office involved. Offering a financial inducement is a very serious offense and just because it is being done in public and not directly to a public official doesn't excuse the action or make it any less serious. I would recommend the Council table any extension or re-vote on the project until the Attorney General's office has completed their investigation.

On a separate note, I have also heard Council members say they are afraid to vote against the project because Mill Street is going to sue the City for \$30 million and we can't afford it. If the City is going to be sued, Mill Street should really sue them for \$7 million, which is their fee to develop the project. That's the dirty little secret that no one is talking about. This developer stands to make a ton of money while saddling Newburgh with huge yearly costs for years to come.

It is time for the City Council to step back and assess this situation with outside legal counsel instead of relying only on the City's Corporation Counsel for advice.

1. I ask the Mayor and City Manager to work with the Attorney General's office to determine if Mill Street's offer of \$100,000 is punishable.

2. Also, did Mill Street cross the line by threatening to sue the ARC if it didn't approve the sale of the Johnston Street property for demolition? I understand that the ARC was intimidated by Mill Street, who threatened to sue the ARC if the demolition wasn't approved.
3. Also, is the City breaking the law by offering to extend a contract that has expired? What is the City's liability here with potential lawsuits from concerned citizens?
4. It's time to stop acting like cowards and the City Council needs to put their foot down. The City is bending over backwards for this developer, who may have committed a criminal act and is now asking the City to break contract laws, and, at a minimum, are asking the City to bend their own, internal rules and ethics that apply to all of us small building owners and developers. All over the threat of litigation. The developer's time to get funding to develop the property has expired and so has this project. Newburgh is now attracting lots of developers and does not need a low income housing project.
5. Let's ask an independent lawyer what the City's liabilities are with regard to this project both from the Mill Street lawsuit perspective and the citizens who can sue the City for malfeasance on a variety of issues. It's time to go on the offensive and see if Mill Street's actions are either criminal or civil offenses and grounds for suing them. Ultimately, we have more fire power than they do. Let's spend some of our tax dollars and do the right thing for this City and Broadway and fight this albatross.

* Submitted by Nelson McAllister at Council Meeting
2/27/17

1. The Mid Broadway has proposed open/ recreational space approximately 44 by 84' feet wide.
2. The calculates to the open space proposed for this project as 3,696 sf of area.
3. Mid Broadway proposes over 150 bedrooms and would house approximately 60 children

4. **Comparison #1/**

Mid Broadway open space compared to a NCAA Basketball court:

The size of an NCAA Basketball court is 50 wide by 94 feet long. That is without any area to the sides or rear for teams and spectators. Based on these dimensions an NCAA basketball court is 6 feet wider & 10 feet longer than the recreational area for Mid Broadway residents.

The calculation attached show Mid Broadway's recreational area as **3,696 square feet**.

An NCAA basketball court requires an area of **4700 square feet**

Mid Broadway has **1004 square feet LESS recreational area** than an NCAA Basketball court.

5. **Comparison #2:**

Mid Broadway open space compared to a California detention facility:

California Board of State and Community Corrections regulates and has published Recreational open space standards for Local Detention Facilities (jails):

- a. The standard is based on the 80% of the number of possible inmates in a facility.
- b. That numbers is multiplied by 50 Square feet per that occupant number
- c. Using those standards, Mid Broadway has proposed 150 bedrooms for residential use.

Assuming one occupant per bedroom in the Mid Broadway Project and using the 80% calculation of the California Board of State and Community Corrections

150 bedrooms times 80% would equal	120 bedrooms/ occupants
at	<u>50 square feet per bedroom</u>
Mid Broadway would require	6000 square feet of open space

Mid Broadway provides an estimated 3700 square feet of open space

California Correction Standards would require	2300 square feet more area
Than California requires in a jail for 120 inmates.	

6. Mid Broadway and Mill Street Partners are treating City of Newburgh Residents in this project worse than California Inmates have a legal right to expect when place in prison.

Attachments:

1. Spread sheet calculations for information provided above
(1 page)
2. Sketch showing Mid Broadway proposed open space location
compared to NCAA Basketball court size and layout
at 1 inch = 20 feet
(1 page)
3. California Board of State and Community Corrections of California
Title 24/
Minimum Standards for
Local Detention Facilities
(3 pages as relevant)

Saved as: The Mid Broadway Project Open Space analysis. 02 22 17
Saved on: DAK dell DT!%
Saved in: Zoning Politics

Date 2/22/2017

Subject: Comparative Analysis of open space provided by Mid Broadway
Mid Broadway project and
A NCAA basketball court
B California Prison system

1 Area of Mid Broadway open/ green/ recreational area

	width	44 feet
	length	84 feet
total square feet of open space	3696	square feet of open space

A Area of a NCAA basketball court

	width	50 feet
	length	94 feet
total square feet of open space	4700	square feet NCAA standard court without any standing area

Mid Broadway recreational area
is less than NCAA basketball court -1004 sf
-27% percentage of total

**B Recreational area required by California State Prison System
using Mid Broadway Bedroom Count as basis of number of occupants in the project**

Bedrooms proposed in Mid Broadway	150 plus
Assumption of residents per bedroom	1
Estimated occupants in Mid Broadway	150
Percent of occupants/ inmates count as per California correctional standards	80%

Occupant count for calculation of California recreational area requirements	120
Minimum area required per inmate/ occupant	50 sf

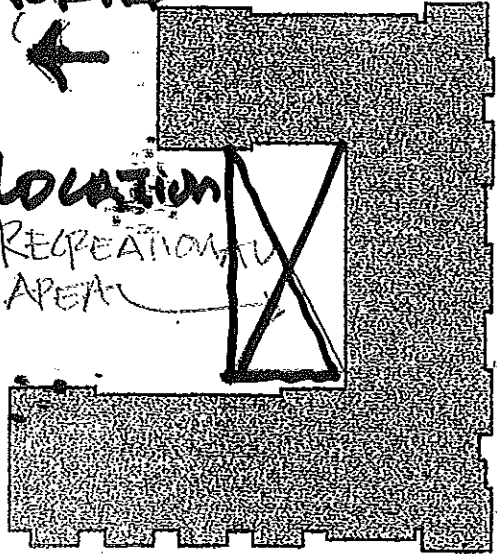
total area required for recreational area for
inmates/ occupants a California prison system 6000 sf

Mid Broadway recreational area proposed 3696 sf

Excess area required in California prison system'
compared open space on Mid Broadway 2304 sf
percent of deficiency 62%
based on Mid Broadway recreational area

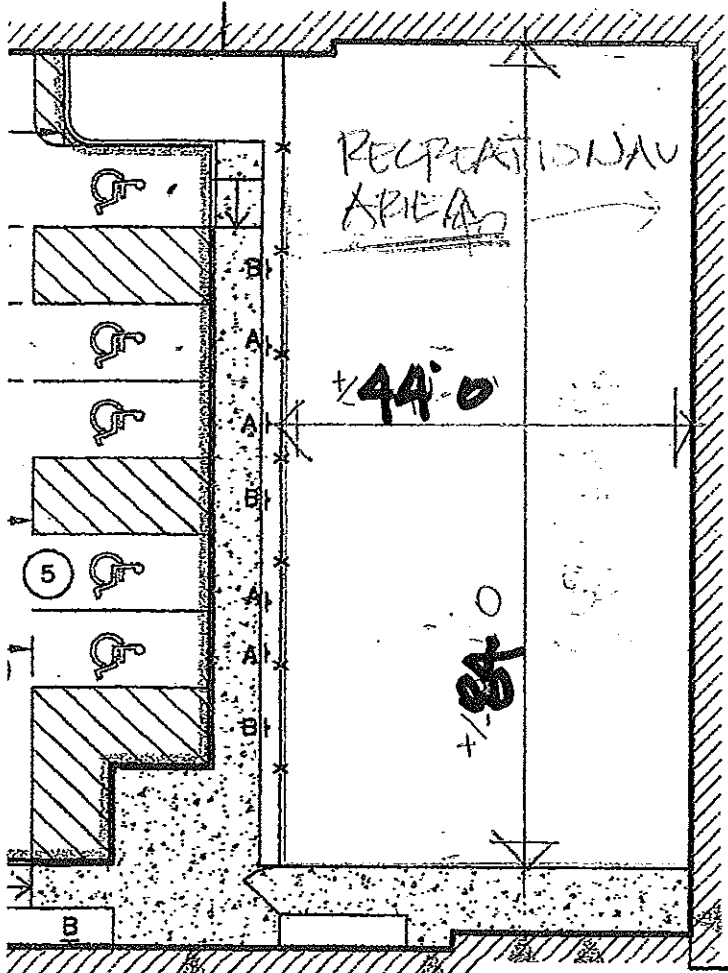
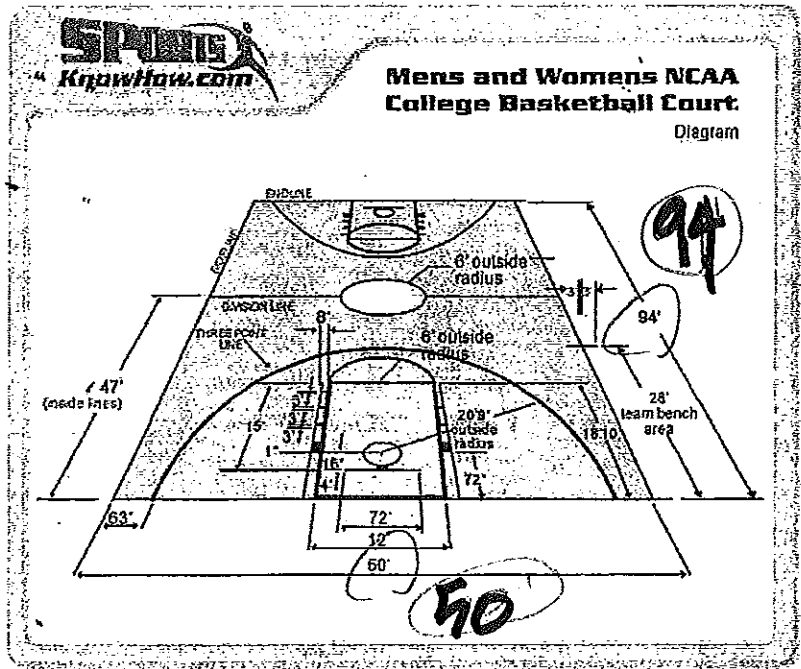
NORTH

LOCATION
RECREATION
AREA



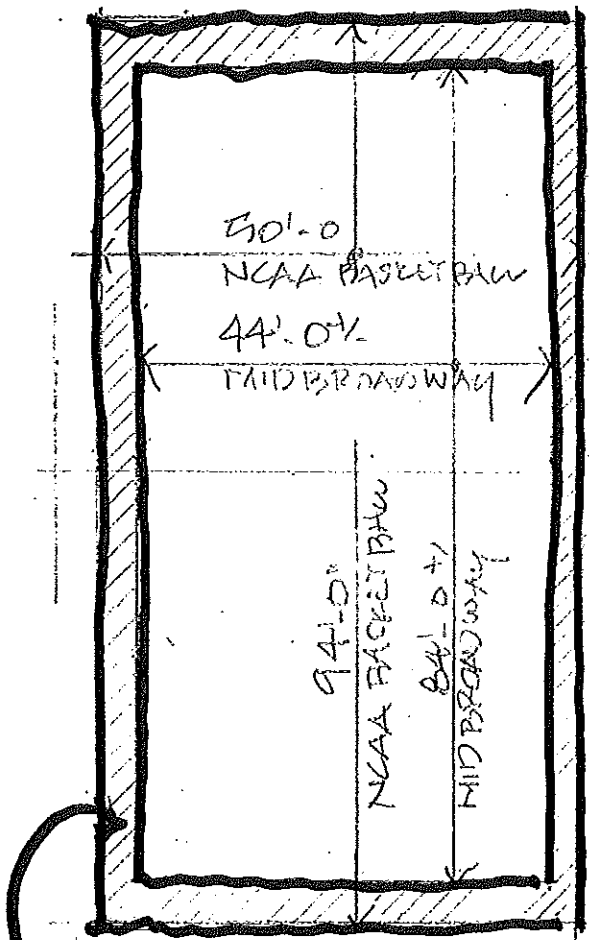
MIDBROADWAY LOCATION
PLAN

Key Plan



RESIDENTIAL ENTRY
FF=123.00

MID BROADWAY REC AREA
20' x 10'



EXCESS AREA ON
NCAA COURT VS
MID BROADWAY

COMPARISON NCAA
BASKETBALL COURT &
MID BROADWAY REC AREA

TITLE 24

MINIMUM STANDARDS FOR

LOCAL DETENTION FACILITIES

.....

PART ONE, ADMINISTRATIVE REGULATIONS FOR THE BOARD OF STATE AND COMMUNITY CORRECTIONS
CHAPTER 13, ARTICLE I, SECTION 13-102
AND
PART TWO, SECTION 123 I, MINIMUM STANDARDS FOR ADULT DETENTION FACILITIES



BOARD OF STATE AND COMMUNITY CORRECTIONS

600 Bercut Drive, Sacramento, CA 95811
916.445.5073 PHONE
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bscc.ca.gov

Leadership

Excellence

Support

TITLE 24, Minimum Standards for the Design and Construction of Local Detention Facilities
PART 1, SECTION 13-102
AND PART 2, SECTION 1231
(2013 California Building Code)

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4. Provide access to a shower or showers as specified in Section 1231.3; and
5. Be provided to all inmates in Type II and Type III facilities (except those housed in special-use cells) and to inmate workers in Type I facilities. Dayroom space as described in this section may be a part of a single occupancy cell used for administrative segregation or a dormitory, in which case the floor area of the cell or a dormitory must be increased by the square footage required for the dayroom.

1231.2.10 Exercise area. An outdoor exercise area or areas must be provided in every Type II and Type III facility. The minimum clear height must be 15 feet (4572 mm) and the minimum number of square feet of surface area will be computed by multiplying 80 percent of maximum rated population by 50 square feet (4.7 m²) and dividing the result by the number of one-hour exercise periods per day.

The exercise area must contain or provide free access to a toilet, wash basin, and drinking fountain as provided in Section 1231.3.

There must be at least one exercise area of not less than 600 square feet (55.7 m²). The design shall facilitate security and supervision appropriate to the level of custody.

Type IV facilities shall have an outdoor recreation area or access to community recreation facilities.

1231.2.11 Correctional program/multipurpose space. An area for correctional programming must be provided in every Type II and Type III facility. The program area and furnishings shall be designed to meet the needs specified by the facility's program statement.

Type IV facilities shall have multipurpose space for games and activities, dining, visiting, TV meetings and quiet space for study and reading, such that activities do not conflict with each other.

1231.2.12 Medical examination room. There must be a minimum of one suitably equipped medical examination room in every facility which provides on-site health care. The examination room shall be designed in consultation with the responsible physician/health authority. Such a medical examination room shall:

1. Be located within the security area and provide for privacy of the inmates;
2. Provide not less than 100 square feet (9.3 m²) of floor space with no single dimension less than 7 feet (2134 mm);
3. Provide hot and cold running water;
4. Provide lockable storage for medical supplies; and
5. Any room where medical procedures are provided must be equipped with hot and cold running water.

1231.2.13 Pharmaceutical storage space. Provide lockable storage space for medical supplies and pharmaceutical preparations as referenced by Title 15, California Code of Regulations, Section 1216.

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

There were no comments.

CITY MANAGER'S REPORT

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

Councilman Harvey said it was brought to their attention that this particular item had little or no public opportunity for discussion and that needs to be considered. Being that we are the voice of the people he doesn't want to vote on this and then have people say they didn't have a chance to speak to it.

Councilman Harvey moved and Councilwoman Rayford seconded that the resolution be tabled.

Ayes - Harvey, Holmes, Mejia, Rayford, Kennedy - 5

Nays - Abrams, Angelo - 2

TABLED

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

Councilman Harvey said he wants it known for the record and for the public that Arcadis is a company where there was an incident that was unknown to the Council concerning an investigation of an undisclosed employee being in a physical confrontation with a City employee. He particularly does not want to support a company that doesn't deal with their employees when they violate or become violent with our City employees. Either Arcadis deals with that employee in a proper and just manner or he will not support any resolution that contracts this particular company. Until we all come to a finding on proper consequences for this corporation to deal with their employee in a proper and just manner, he will not support contracts with this company.

Councilwoman Holmes said that when this incident happened on December 6th she wrote a note to the entire Council and the City Manager asking that this employee be removed until the investigation was done and over with. This is clearly Workplace Violence and it disgusts her so she will not be voting on this.

Councilwoman Mejia said that this is an important message that the Council is sending to all vendors that we have rules and regulations that apply. Whether you are a vendor or a City employee, this type of action that occurred will not be tolerated in our City.

Councilwoman Holmes moved and Councilwoman Angelo seconded that the resolution be tabled.

Ayes -- Abrams, Angelo, Harvey, Holmes, Mejia, Kennedy -- 6

Nays -- Rayford -- 1

TABLED

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

Mayor Kennedy feels that this motion is tied to the previous motion and the same issue applies.

Councilwoman Abrams pointed out that we face a \$35,000.00 a day fine if we don't meet a certain deadline to continue with this Project.

Jason Morris, City Engineer responded that is correct.

Councilwoman Holmes said that we asked for the employee to be removed. If the employee is removed, we will go ahead with the resolution.

Mayor Kennedy noted that we have also had discussion with Corporation Counsel and our City Manager to communicate what our request is immediately to Arcadis and then we can bring these resolutions back to the table. As we have already stated, we cannot stand by and have these kind of employee relations happen with our vendors that involves Workplace Violence. While they took some action it wasn't the action we requested to happen. That needs to be followed through on and she asked the City Manager to report back to the Council immediately on progress with this issue.

Councilman Harvey said it has been brought to his attention that when employees violate a code of conduct in our city and if they are of a certain ethnic group they are dealt with one way but if they are of another persuasion they are dealt with in a different way. This unequal justice happens among the ranks in our city government and our city employment. With that being said, dealing with this particular contractor not handling their employee in a manner in which is satisfying to this City government and the City Council, he will not support a contract of \$157,000.00 and \$144,000.00. If that money is important to this contractor then they need to deal with their employee, who allegedly put their hands on our City employee, in a manner that is just and equal. Unless that is handled he does not intend to support this contractor being in our City. Because of time constraints and deadlines that should have been considered when this Council was left out of the loop on this particular case. If it does cost the taxpayers \$35,000.00 per day because we haven't met the deadline according to the DEC, then some heads need to roll and accountability needs to happen. We are not going to put a rubber stamp on these resolutions unless equal justice is enacted. We have to be respected as the legislative branch of this City.

Councilwoman Holmes moved and Councilwoman Angelo seconded that the resolution be

tabled.

Ayes – Abrams, Angelo, Harvey, Holmes, Mejia, Kennedy -- 6

Nays – Rayford – 1

TABLED

Resolution 46 - 2017 Declaring a Bullet Proof Vest Surplus Equipment

Councilwoman Holmes moved and Councilwoman Abrams seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

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

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

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

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

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

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

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

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

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

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

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

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

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

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted**

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

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted**

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

Councilman Harvey said that a comment was made on this particular resolution and we need a point of clarification. His understanding is that this is a Grant that we are applying for and there is no match needed. It will help law enforcement do what we need to do to continue our progress with crime in our City.

Mayor Kennedy noted that this is the fourth year that we have done this and it has helped us reduce the gun violence that we have.

Lt. Carrion said that the GIVE Grant covers a number of aspects all related to gun violence and it funds our hot spots where we put Officers out on foot patrol in the City. It also helps with emerging hot spots as this allows us to use some of that funding to come up with strategies in areas that that don't normally show it. It also funds our Youth Police Initiative which are classes with kids ages eleven to eighteen who are at a vulnerable age. It funds our Crime Analyst as we want to use our resources efficiently and maximize them so having a full time Crime Analyst helps us. They meet weekly with all of the GIVE Partners to go over the previous weeks incidents. The data that is pulled helps us look at those hot spots and use our resources effectively. It funds our Field Intelligence Officer who works very closely with the Crime Analyst and gives us partial funding for a Detective who is only assigned gun crime cases. We are only one portion of the GIVE Funding and the portion we are applying for is about \$400,000.00 but the overall Grant given to our district here is about \$900,000.00. This is our fourth year in a row and the State is very happy with the work that we are doing. It is a good Grant with no City match so they are hoping the Council passes it.

Councilman Harvey said that this is a Grant we have already had in the past but we have not been awarded it yet as we are still in the application process.

Lt. Carrion said that we put the request in while we are doing the application. The application had to be submitted recently.

Councilman Harvey asked when it will be granted if this passes.

Lt. Carrion said that it shouldn't be too long. He doesn't want to say that we are definitely going to get it but they are very happy with what we are doing.

Councilwoman Rayford asked if this Grant takes care of other organizations like SNUG.

Lt. Carrion said that SNUG is part of GIVE however they will get their own Grant. They are all working together but SNUG is not under the City.

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted**

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

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted**

Resolution No. 57 - 2017

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted**

Resolution No. 58 - 2017

Councilwoman Abrams said that they have had more than enough time and she is sick of this. They have not lived up to their promises in the past and have had plenty of opportunity to hire people here. They didn't hire Newburgh residents to dig that illegal trench that they did instead they hired people from Kingston. We have a great opportunity here once we are rid them so we should just kick this albatross down the road. We should issue our own RFP and put our heads together to see what kind of good project we want that will create real jobs in the City of Newburgh. She does not like the idea of giving them yet another extension.

Councilwoman Angelo said that she is still supporting them.

Councilman Harvey has heard so much on this particular Project and it is a really tough situation. He needs a few points of clarification from our Corporation Counsel because there were some very strong points made in terms of the legal ramifications regarding the Title. There was something about the parking lot only being for municipal use so can that legal aspect be handled by the City Housing Authority? When we look at the other legal

points brought up in terms of bribery and offering monies to organizations, are those legal concerns valid?

Michelle Kelson, Corporation Counsel said first and foremost we are still researching the Deed restriction and a Title search has been ordered but is not back yet. There are some other issues related to that lot that still need to be looked into. At this point in time she believes there is an avenue to resolve them but there are still more things that need to be reviewed. With regard to the other points raised such as the allegations and concerns she said that she did voice some concerns to the developer's Counsel about the money that was proposed and how it was offered and how it would be distributed. She did have some concerns about how that would actually play out and she was not prepared to accept that offer as it was presented. She knows that they have expressed an interest in contributing to the community and she is not aware of any legal restriction that would prevent them from contributing to the community but there is a right way to do it and probably a million more wrong ways. She is not in a position to turn down money but she would hope that if there is going to be that offer that there is a way to do this that maybe doesn't trigger ethical issues and concerns from the general public and the Council. What is being proposed is not a Community Benefits Agreement. A Community Benefits Agreement is its own separate legal document and there is a process which would require significantly more effort than anyone really anticipates on the level of what the United Way is doing with the Governor's Poverty Task Force in order to make those things successful. She has done a little bit of research on that but she thinks there are some items that still need further research and further clarification for her and the Council.

Councilman Harvey said they made a request for an extension for one year and it looks like it has been rewritten to nine months so in terms of liability if the City Council decides not to grant the extension, what are the liabilities that we have?

Michelle Kelson, Corporation Counsel said it is her understanding that all of the Land Use Board approvals that are needed have been granted. From the Site Plan application and approval there were some recommendations and conditions that were imposed relative to parking on Lander and Johnston Street so there is a further request that the Council revisits and reviews some of the parking restrictions that are already on the books and revise them if necessary to provide the Fire Department access to the building after its construction for safety purposes. That is one item outstanding per the Site Plan that is within the jurisdiction of the City Council. As far as liabilities, should an extension not be granted, she thinks that the Council has tried to act in good faith but there are some obstacles still out there and if the extension is not granted then she does believe there may be potential legal action taken and there may be some exposure to the City. You have also heard from members of the community who as taxpayers have thought about commencing their own litigation should the Council decide to extend. She thinks there is a number of potential problems regardless of what you ultimately decide. This may not be the most productive time to figure out how they want to proceed and what the best process is for the City.

Councilwoman Holmes asked that this be tabled. This Project upsets her and she was surprised to see, *"If the Developer or any acting person on behalf of the developer commences a lawsuit against the City or defaulting under any terms of the Development Agreement, the Developer shall be responsible for paying the City's Attorney's fees in defending such a lawsuit. Regardless of the outcome the Developer shall be required to post a Bond in the amount of \$100,000.00 at the commencement of such lawsuit to guarantee payment to cover the cost of the City's legal expenses incurred"*. She was not aware of that at all. They did speak about some other things but every time she turns around there is something else thrown in where she doesn't notice it or isn't made aware of it. In regard to the bribe thing, this is another thing that upsets her. Someone wrote an ethics complaint about her saying that she was taking a bribe. Nobody here has enough money to bribe her. That is not what she does. That is not her character or her integrity and that's not how she works. She doesn't see anyone sitting here giving any money to stop these kids from killing and shooting each other. That is what we should be talking about. It means a lot that someone is offering something. We did discuss other things but not this so she is asking that this be tabled. Every time she turns around they put more in this with the Mill Street Partners and she doesn't know why. If people would just stay out of it, maybe it would die. But then again, they are saying they are offering jobs and people do have a point. The Riverfront received ten years of no taxes. Her taxes were just increased and she doesn't know how long she will be in her home. She doesn't get enough services for the water and sanitation bills that she has to pay and she is on the Council. Don't talk to her about taxes because she pays them and she has been paying them for twenty-four years with no help from anyone. It bothers her because every time she turns around someone changes something and they think that she is just not going to see it or just doesn't know how to read. She is asking for this to be tabled and said again that there is no bribe out there for her.

Councilwoman Mejia said that this is not a light topic. It is a Project in the City of Newburgh that she inherited as a representative which she has been very up front about with questions and issues that she has. Her responsibility, however, is to make sure that this is a successful Project. She mentioned at the last Work Session that the impact the letter had on her with the offer of \$100,000.00 and the request for an extension felt like a quid pro quo. She also brought up having a Community Benefit Agreement. She thanked Mill Street Partners as she thanks any individual who donates their money and time to our community to make it better. Her suggestion was to have a Community Benefit Agreement that lasts as long as the PILOT. The PILOT is something that was negotiated before she was on the Council and they are here to uphold the agreements that were made at this table in good faith. She will continue to walk on that path but will also voice her concerns with the PILOT and figure out how through a Benefit Agreement we can come to a solution about how to balance and offset that. On the Waterfront Development, she was not here sitting on this Council or even a resident when that agreement was made so let's keep focus on what will help move this City forward. The history has made our City what it is today but she wants to make sure we continue with productive healthy conversations to move our City forward. Again, it is her responsibility to make sure that this is a successful Project and they all need to figure out how that is going to happen.

Councilwoman Rayford said that she is in support of this development. Right now the land

there is contaminated and they are paying us a million dollars for the property and cleaning it out. There will be new apartments with a grocery store on the bottom and jobs for our residents. This is a spark of hope for our people as she hasn't seen anything this enormous happen here for the people of Newburgh. As stated earlier, the Riverfront was given ten years not to pay taxes here but she bets we won't do that again for any developers. She is grateful that someone has seen an opportunity here for the residents and we need everything that they are offering. She is sorry that some of us see the \$100,000.00 donation for youth activities in the City of Newburgh as a bribe but the Glenn Hines Boys and Girls Club is closed when school is closed and on the weekends and that was always a safe haven for all of us. When you don't contribute anything to the youth, your city dies and as everyone can see our City is dying because we aren't paying attention to our youth. We have a CDBG Grant that is supposed to help our youth organizations here in the City of Newburgh but she has been on the Council for over a year now and has yet to see anything going out to those organizations. These developers who don't even live here want to help our youth so she is in support of this development to give renters new opportunities so they won't have to deal with the lead paint, roaches and rat infested habitation. This would be something new so she is in support of this and hopes that these developers continue to do what they have been doing. They reached out to some organizations to help our youth so they don't have to come by the Council. Just do it and keep doing it.

Mayor Kennedy said that this entire Council has been supportive of affordable housing. In fact, we have another developer coming in to take fifteen houses and provide forty-seven affordable apartments in the next year. We have a whole string of development being planned for several of the abandoned properties throughout the City. There is a lot of interest in this City and a lot of developers working on affordable apartments. Aside from all of that, we have the developer himself asking us to table this and we have all of these legal questions that have been brought up that we need to figure out so she is asking for a motion to table.

Councilwoman Holmes moved and Councilman Harvey seconded that the resolution be tabled.

Ayes – Harvey, Holmes, Mejia, Rayford, Kennedy – 5

Nays – Abrams, Angelo – 2

TABLED

Resolution No. 59-2017 – Terms of Sale for Conveyance of 51 Courtney Ave. (48-11-10)

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Kennedy – 4

Nays: Holmes, Rayford – 2

Abstain: Mejia – 1

ADOPTED

Ordinance No. 2 - 2017

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

Ordinance No. 3 - 2017

Councilwoman Angelo moved and Councilwoman Abrams seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

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

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

NEW BUSINESS

Councilman Harvey said that he would like to get the City Council's support to give a Certificate of Recognition to the Newburgh Free Academy Junior Varsity Basketball Team. They almost had an undefeated season at eighteen and one when they lost to Middletown which was the only team they lost to. If we are going to support our young people here in the City of Newburgh, then possibly we could do something at the next meeting.

Mayor Kennedy said that with what we are planning to put on the Agenda for our next meeting we probably need to plan the meeting here at the Activity Center as we will be anticipating a lot of public comment. The Newburgh Illuminated Festival also wants to come before the Council to do a presentation so that needs to be put on the Agenda too.

Councilwoman Rayford feels they need to come up with gun restrictions. We need to find out where they are getting these guns and bullets from. We have to know where it is coming from. Do we have gun restrictions? We need to put something in place because the young people are carrying guns.

Mayor Kennedy doesn't think anyone knows the answer and she doesn't believe that the City Council can go any farther than the New York State Law which restricts guns.

Councilwoman Rayford said that we need a solution. This City is four square miles and we

know the gates to our City so we should know this information.

Mayor Kennedy suggested that our Police Department give a report at our next meeting on how we control guns.

Councilwoman Rayford said again that we know the gateways to our City and who is coming in. We know the hot spots and where these activities are coming from so who is coming in with the guns, who is selling them and where are they getting the artillery from? It is affecting our community and we have no answers so what do we do now? Do we need to ask for Federal help?

Mayor Kennedy said we need to know what we are doing, what we can do and what restrictions we have around gun control. We need to know what is possible and how State Law regulates that.

There being no further new business this portion of the meeting was closed.

OLD BUSINESS

Mayor Kennedy said that we will need to put the item for the Regal Bag Project back on the Agenda for the next meeting as well as the other items that were tabled.

Councilwoman Holmes told Michelle Kelson, Corporation Counsel that she has some ideas on the parties. She knows that she was going to look into New Rochelle's ordinance but she put together some fees and charges for a Permit including an alcohol license, age groups, insurance that they have to have and pre-inspection by Codes and Fire Departments. The event also must end at 1:00 a.m. She is going to give this information to Corporation Counsel because to her this is very important otherwise our kids are going to continue to just kill each other if we don't put something in place.

Mayor Kennedy said that we can't legislate morality but it's a good start in the right direction.

Michelle Kelson, Corporation Counsel said that she will try to come up with some type of permit and licensing similar to mass gatherings.

Councilwoman Mejia said she would add to Old Business that they bring back at the next Council Meeting the Welcoming City Resolution.

Councilwoman Rayford asked about the blood testing. Where do you go once you receive your levels? What's next?

Councilwoman Angelo said that at the meeting they told everyone to go to their Doctor.

Mayor Kennedy does not believe that the City Council is going to be able to answer that question. They say to go to the Doctor.

There being no further old business this portion of the meeting was closed.

PUBLIC COMMENTS REGARDING GENERAL MATTERS OF CITY BUSINESS

Mary Brewster, 158 DuBois Street, submitted and read the attached letter. (Copy attached)

A City of Newburgh resident spoke to the Council in Spanish and noted that this is what it feels like for the people who didn't understand the decisions they were making. He heard what they were discussing about the rental agreement and Prison and right now if undocumented immigrants go to Court they will be arrested. They are giving ammunition to a system that could use it in the future to attack them. Fifty-three percent of Newburgh residents are immigrants so even that tiny law that the Council was debating, which they did not understand, could divide families. He urged the Council to look for a translator for the next meeting because they don't understand. They were at the meeting at City Hall standing with their children but when they were told that forty people needed to leave they left. When this issue comes up again welcome them because they are hurting right now.

A City of Newburgh resident, Powell Avenue, urged support for the Fair and Welcoming City of Newburgh Resolution. She works with families who are putting together a plan of emergency if they get picked up by ICE. They need to know what their kids will have to do without them and this is something that they are living with every single day. Undocumented immigrants are labeled as being bad and bringing drugs to the area but in reality they are your farmworkers, the people who clean your homes and offices, they cook for you at your favorite local restaurants and they are business owners and homeowners. A study was done and it is estimated that 11.6 billion dollars was paid by undocumented immigrants in state and local taxes. You not only have families who are being hurt but you have Lawyers who are undocumented that could be deported. We have teachers, CNA's and people who have Master's Degrees so let's think about the bigger picture and why people need to feel safe. These are people who have been here and live here already.

Stuart Sachs 28 Lander Street added that not only are these people who are here already

but they are the entrepreneurs and the struggling middle class. All of our families no matter how many generations you go back have been in the same situation so we need to put our arms around them and welcome them. It has come to light recently that ICE Officers have been impersonating Police to gain access into people's homes. There was a ruling in a Federal Court stating that they are only allowed to do that if the local Police grants that level of authority. He suggested that our Police should not grant them that authority as this will create confusion with the community.

Ann Sullivan, 14 Spring Street said that she is in support of the Fair and Welcoming City of Newburgh Resolution. It is hard to imagine any immigrant in Newburgh calling the Police or Fire Department if they are needed without a sanctuary resolution. She pointed out that a study was done showing that sanctuary cities are safer than non-sanctuary cities.

Ben Wise, Town of Newburgh, noted that we are in Orange County and the Orange County Jail housed the ICE detainees. He will be speaking at the Orange County Legislators meeting on Thursday asking them to disassociate from ICE because ICE is on the verge of becoming a new American Gestapo. We not only have to look at the City that we live in but the County that we live in and we have to resist.

Roxie Royal, City of Newburgh, said that she has been listening to everything that is going on tonight and it brings her back to the conversations that were had when they wanted to bring Safe Harbors to Newburgh. When they gave away the Riverfront they got tax breaks too and the City residents only got a small piece of property. Safe Harbors wasn't what everyone wanted but it houses the people who need it and it provides them with what they need. They had the same fight then like Mill Street Partners is having now. When are we going to come to some level ground and say that we are going to support something for the City of Newburgh? Broadway is a historic street in the State of New York and is supposedly one of the widest streets but what is historic about it? In regard to the talk about bribes, she says thank God someone wants to give some money to the City for our children. We need to start thinking about our youth.

Pastor Borden, President of the NAACP said that at the last meeting he requested information from the City Attorney on how to change our structure of government. They want to know how to change it from a weak government to a strong one by removing the office of the City Manager and putting the power into the hands of the elected Mayor. He has not received that information as of yet and would like to know the process and a time frame as to when this process will take place. Over the past twenty years we have lost millions of dollars on one position which is the City Manager. In the past, the City Managers have made their own escape clauses like was done with Jean McGrane who left with over \$300,000.00. Harold Porr left with a large sum of money also and right now we are operating with a City Manager who does not have a contract. It only requires five of the Council members to vote him out and change our government to make it right. We need change now. We need someone in that position who is going to take proper authority. If you work at the DPW or the Water Department and you are costing us lots of money in lawsuits as well as making slanderous remarks on the Internet and you can't be

disciplined, then we have to get a better process. You can't go into Arbitration and lose and then slander people. He requested that when a meeting is so long the Council can make a motion to move the public comments section to hear them earlier in the meeting.

A City of Newburgh resident said that the way they feel about Arcadis is the same way they should feel about the people this happens to who work for the City of Newburgh. Now that they have changed resolution #59-2017, will they do that for everyone? A lot of times people come here and buy these houses to flip them. If you don't know what you want to do with the house then you don't need it. What are we doing with this resolution because some people who buy homes get five years and some don't which is unfair. This needs to be addressed.

Ms. Martinez, Broadway said that most of the Council knows where she stands on the Welcoming City Resolution but in order to move forward we have to make them feel welcome. She received phone calls and messages from people who were afraid that they were being kicked out of City Hall because most of them do not understand English. She asked the Council to consider translation being incorporated into the Council meetings to insure a lot of the non-English speaking residents of the City of Newburgh will show up and voice their opinions. They have opinions but do not know how to voice them because they are not understood. Please consider having translators to inform them of what is going on. She supports the Welcoming City Resolution as this is the best practice for everyone here in the City of Newburgh and once this is adopted then other cities will follow our example.

There being no further comments this portion of the meeting was closed.

** Submitted by Mary Brewster at Council Meeting 2/6/17*

To Judy Kennedy, Mayor, and the Newburgh City Council, Genie Abrams, Regina Angelo, Torrance Harvey, Cindy Holmes, Karen Mejia, and Hillary Rayford.

We the undersigned residents of Newburgh--property owners, small business owners, renters and community activists--would like to make known our support for the Fair and Welcoming City of Newburgh Resolution.

We recognize that the city that we love, that we choose to live in, work in, and promote to our friends continues to exist on the strength of its immigrant community. Immigrants work, they run businesses here, and they contribute an immense amount to the vibrant culture in the city of Newburgh.

As the resolution states, we are concerned that the new presidential administration poses a threat to our and our neighbors' rights, freedoms, and privacy and thus to the community that we have worked to build here.

We have read the news reports of Immigration and Customs Enforcement officials taking abuse victims from domestic violence shelters and cancer patients from hospitals. This is not the community we want to live in and we strongly reject the idea of our community police working with a force that does such things.

We consider this an issue of utmost importance and are working on our own methods of support for our community. Many of us joined the crowds at local airports to stand with refugees affected by Donald Trump's travel ban, and we recognize the contributions of refugee communities across New York. We are pleased that the City Council has taken steps to do similar work.

Our friends and neighbors, our community, should not live in fear. We stand with them and we urge the City Council to do so as well by passing the Fair and Welcoming City

of Newburgh Resolution, which will stand as an example to surrounding cities and towns with its strong protections.

We further urge the City Council to make this issue a central part of discussions with any potential replacements for departing Deputy Police Chief Dan Cameron, who has worked hard to ensure a good relationship with Newburgh's immigrant community and will be deeply missed.

Citizens of Newburgh

Cynthia Fraley	Elizabeth Crane Brandt
Hidalith Herrejon	Gabriel Berlin
Annmarie Nye	Ben Brandt
Ruth Helen Walker	Julie Tremblay
Susan Haberman Cooke	Zully Ortega
Carole Hunt	Megan Galbraith
Cathy Prager	Matthew Romano
Claudia Bartoli	Lisa Gallina-Alvarez
Marian Hayes Gravel	Thomas Karas
Daniel Mejias	Lía de Chassier
Adiel Sanchez	Rudy Mejia
Dhd Renovations Landscape	Brenda Rosas
Amanda Hudson	Billie Cubic
Yolanda Sorrentino	James Bolas

Ken Foster

Holly Bogdanffy

Lori Grinker

Patty Deyo

Sonia Abrams

Dana Quesnel

Lisa Daily

Chris Ford

Liz Dietz

Haley Rohrbaugh

Bridget K.

Jamie Helen

Aldo Calixto Martinez

O.j. Haley

Mancia Elias

Janet DeWitt

Richie Rosencrans

Hannah Walsh

Anthony Guevara

Karen Maritza

Gabriela Ruiz

Rocio Silva

Justin Fernando Paz

Susan Zawoluk

Grace Lodge

Genesie Ramos-Garcia

Suri Cruce

Rosa Matias-Nunez

Kensy Prudencio Aguilar

Ann Stratton

Jennifer Vidad

Marysol Rosales

Mary Brewster

Jeanine Durning

Ophra Wolf

Sarah Jaffe

Jon Beer

Sarah Kat Burke

Claire Joy Knol Murphy

Sol Trujillo

Shawn Nyj Palmer

Eli Naeher

Joshua Brown

Ryan Noble

FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Abrams said that some folks feel we need to change our government structure from a City Manager form, which we have had since 1916, to a strong Mayor form. If you witness with your own eyes and ears any mistakes that our City Manager is making and then decide that we should change our entire structure that is like having an itch on your scalp and scratching it with an axe. It is a huge overreaction and it would be a disaster for our City. What would really most benefit our City would be to have stability. That is what would help us in the future. She thanked everyone for sitting through this long meeting and wished them a good night.

Councilwoman Angelo said she went to a meeting about the blood testing which was packed with a lot of irate people who received test results. Some are very high so they want to know where they go now. The person at the meeting said that he wasn't there to tell people where they go next and that anyone who has a high percentage it will take seven or eight years to get it out of their system. If this has been going on since 1990 then she believes everyone in the City has that germ in their body. The state couldn't give any answers but she suggested going to your own Doctor. She is concerned that the water is still being contaminated because they are still using the foam so why doesn't the State get after them?

Mayor Kennedy noted that we have been getting our drinking water from the Catskill Aqueduct since May and the foam has been outlawed so they can't use it any longer. Right now the water cannot come in to Washington Lake and it is being filtered so we are not releasing the PFOS into other streams. However, Rec Pond at the Airport is still releasing into Silver Stream so if you want to do something call your US Congressman and let them know that you want the Federal Government to take responsibility to clean the Rec Pond and get a filter on it.

Councilwoman Angelo continued that she knows the water coming from the Aqueduct is fine but many people left that meeting the other night very irate because they made you feel helpless. She has copies of information if anyone is interested in getting a blood test. She added that there are many Programs going on at the Library and that Jay walkers at night in the dark is very dangerous. She thanked Deirdre Glenn for all of her work. She ended by saying that the Memorial Day Parade this year will be on Saturday, May 27th to save on the cost of Holiday pay.

Councilman Harvey supports the Fair and Welcoming City Resolution. He believes that we need to welcome and make sure that our City residents are safe in Newburgh no matter what. He talked at length with Councilwoman Mejia about this and he thinks the State Attorney General has created a statement as to how and why we are protected by the Tenth Amendment which says that City and local municipal governments can create laws that the Federal Government cannot bridge and we also will not allow our law enforcement agency to participate in what ICE is doing. Some people called about funds and he doesn't

believe we are officially becoming a Sanctuary City. We are looking for a Fair and Welcoming City Resolution and he is happy to do this because it really looks like what we need so he will be supporting it. People get confused with what the City Council is responsible for doing. A comment was made about Arcadis and taking that same passion to what is happening with our City employees. They are not supposed to get involved with employment matters. They are a legislative branch of the government and they are elected to create legislation and enact City ordinances, laws and resolutions. When they get involved with employment issues that is the foundation of what we call corruption. When it comes to employment issues, they are handled by our City Manager and the Executive Branch and there is also Civil Service. We now have a part-time Human Resource Director, which they fought for, because of things like this. Many times people come to the Council with employment grievances and what is happening in the Water Department, DPW and other departments but the Council isn't supposed to get involved in that. The City Manager does the hiring and firing of all of the Department Heads and there is a process and protocol that has to be followed. The only reason the Council had a say regarding this Arcadis issue is because allegedly the contractor had an employee who allegedly put their hands on one of our City employees but it wasn't handled properly and this resolution was to continue paying and contracting that vendor. We have a process that is in the Charter which is public. We function under our City Charter and in that Charter our City Manager serves at the will of our City Council. You need a supermajority vote, five out of seven, to remove, fire and hire a City Manager. There have been complaints that have come to Council members regarding employment issues and hostile work environments in several departments but technically speaking as the legislative branch they cannot get involved. Sometimes they try to weigh in and address it with the City Manager but other than that they do not get involved. A lot of times people blame the City Council for everything but if you review the Charter you will review the role and responsibilities of the elected officials which include our Mayor who Chairs the City Council and you will understand that a lot of blame does not fall at their feet. He knows people want them to solve everything but they can't. Lastly, he is very aware of a lot of the grievances and they will continue to serve and do what they need to do. We have a lot of volatile issues on the table that are very controversial. Whether we are talking about the Tenant Responsibility Act, the Fair and Welcoming City Resolution or grievances in our departments with employment, they are working hard to resolve them and move our City forward. With development and stimulating our economy we are trying to get new jobs and fair and equitable housing by bringing new businesses and new homeowners to the City of Newburgh. When he votes on whether or not someone is going to live in a home for five years or not he is looking at getting it back on the tax rolls and rehabilitated which will help revitalize our City. With the Tenant Responsibility Act no one on the Council intended for anyone to be put in Jail or for that to be an element in the law. That is just protocol with those types of ordinances so they are looking to eliminate that term because all they want is to have fair and equitable circumstances with landlords and tenants and their responsibilities. He thanked everyone for being here and wished them a good night.

Councilwoman Holmes thanked everyone for coming tonight. She disagrees with Councilman Harvey in regard to Civil Service because she was on the Civil Service Commission and she is going to get involved. If someone calls her about a situation with employment like Arcadis she feels very passionate about anything that happens with any discrimination. Someone mentioned George Garrison and we had all agreed that he would

be reprimanded when all of that was on Facebook but we were told by the City Manager that he couldn't be because of his First Amendment Right which she didn't understand. To her a strong Mayor would be better and we don't need a City Manager. Every City Manager that we have has their favorites and cronies and they do not want to see any African Americans in the City government. Every time they are put into a lead position they are told they are incompetent or there is some other reason that they just don't last. She is so sick and tired that she is sick and tired. When she first started on the Council she said that she would not tolerate discrimination but all she has seen is discrimination. One vote does count but there has to be five of us and there are three here who forgive him for everything which is wrong. Everything that he has done is forgiven and he didn't have an evaluation for almost two years. He doesn't communicate effectively with the whole Council. He only communicates with three or four of the Council. The Council is divided so how can we lead a City? We have to be a team and an example to everyone. Everyone says that things are better and we are moving forward and crime is down but she just buried her Cousin. She hears that crime is down but the taxes are up and we keep having shootings. If we want to believe that things are getting better that's fine but we need a big change. She agrees we need a strong Mayor system badly but knows that she doesn't have the support. She added that she is an immigrant and no matter what people say she thought that we were a welcoming city. Her neighbors are Latino and they eat at each other's homes and help each other out like a family. She has to digest the resolution and she has constituents who have concerns about Federal funding. From her heart she supports this resolution because she is an immigrant but her constituents elected her and she has to convince them too. If the entire Council supports it then of course she will also. She has to be educated on everything. She doesn't just vote to vote. Just like the resolution for the five years on the house is not fair. If it is five years for one then it is five years for all but this is how the City government works and it is not fair. She thanked everyone for coming again and wished them a good night.

Councilwoman Mejia thanked everyone for sticking it out and having their comments heard. In regard to the PFOS, there will be another meeting tomorrow at 10:00 a.m. at Kaplan Hall. She encouraged everyone to come and get information about what this all means. If you have received your blood results already please bring them so that they know you are active on this. We are constantly asking individuals to please get your testing done because it is important to know what your level of PFOS is. That is the benchmark that is going to be utilized by the Federal Government, the State Government and all of us here. We are also looking for help to get the word out and we have materials in English, Spanish and Creole which are the three predominant languages spoken here in our City. She stressed that there are different ways to get involved with our City. The Board of Education is another impact in our community where we need to be showing up and engaging in the conversations. The Welcoming City Resolution is the work of the community and what it means is that there is a difference between civil immigration and criminal immigrant deportations. When you read the resolution and you do the research it is not encouraging anyone to go above and beyond by doing something illegal. This is specifically to civil immigration deportations so that someone who came here twenty years ago, never filed the necessary paperwork and now has three kids living here in the City of Newburgh doesn't have to worry that if they don't pay a parking ticket they will get picked up. It is not for the drug dealers or someone who is breaking the law. She would love for us to be an example of this. In terms of our City government system that we have, she is

happy to see this push for a strong Mayoral system. If you remember when there was a Commission created to re-draft the Charter, she was hoping then that they would go this extra step but their best compromise was the mixed Ward System that we have now and to instill some stability with the supermajority needed to hire and fire the City Manager. Until that system is changed she supports our City Manager but the Council has been having discussions on how to oversee that office. Until she has proof that a job is not being done that is where she stands on it and she stands with her commitment. She told the City Manager and the City Staff that she appreciates the work they are doing. She will see everyone at the next meeting and wished them a good night.

Councilwoman Rayford said that she wanted to speak in regard to the upcoming Election. She wants everyone to be aware that they will hear things come across this microphone that sound good but they should check out the track record. Our City is currently very dark and scary to be in and the youth in our schools are taking over because of disciplinary measures that are in place. Our schools, streets and City government are all out of hand and there are litigations that we are dealing with on discrimination. We are in need of a Police Chief as our Deputy Chief is retiring, we need a Fire Chief and our City Manager is operating without a contract. That says a lot about this Legislative Body here because we are not doing our duty. We really need to stand up or don't run for Election this year. There are a lot of things not being dealt with like racism and gentrification so we cannot be a passive government. She wasn't elected to be passive and she is very vocal. We can't hire and fire but when there are things going on in the workplace whether it be a hostile work environment or discrimination taking place we have to act as a Legislative Body. Our City looks the way it does because of our City Manager. She has been on this Council for one year now and has seen things happen over and over again but what can we do? She would like to see someone of color in the City Manager's position if we are not going to change our Charter. She is tired of this treatment saying that we don't fit the standards of employment but we haven't had the opportunity. Give us the opportunity and we will step up and she guarantees that the City will change. Get someone from our City who knows what we have been through. You don't have to go to Ohio or Idaho. We can find someone right here in the City of Newburgh because we have a lot of educated people here who can do that job and probably do it better. She told the Council to stop being naïve to these situations. Councilwoman Mejia just said that she supports our City Manager but she is going to be running so be careful what you throw over this microphone because people are listening. Our City is in bad shape and as Councilman Harvey indicated many times the Council is not aware of what is going on so the communication process with the City Manager is tainted. He does not communicate with the Council effectively so that they can do their job effectively or efficiently. We owe it to the people who live in the City of Newburgh so she is in favor to vote tonight for getting rid of our City Manager.

Mayor Kennedy said there has been a lot of passion tonight. She appreciates everyone, whether she agrees with them or not, for coming here and saying what is on their mind and what they feel strongly about which is what Democracy is all about. People are expressing their opinions and having a robust debate which is a good thing. She noted that we will hold our next meeting here at the Activity Center because we have more to discuss on some of these same issues. It was mentioned that our Latinos had to leave so please get the word out that they can come back as there will be plenty of room for everyone at the next

meeting and we will try to have a translator. She is very much in favor of this Fair and Welcoming Resolution also and reiterates along with Councilwoman Mejia that there is a difference between civil and criminal immigration issues. If you are a drug dealer, it doesn't matter what color you are or what your status is you will be prosecuted by the law. On the civil issues we support our citizens and will work in conjunction with that. In regard to the PFOS, it was noted that there will be another meeting tomorrow morning and from the get go they have been telling people to get their blood tested so they have a baseline. This is a new contaminate and there is not a lot of information on it. Nobody knows what your number means. It isn't that they are withholding information it's that they don't know so they tell you to go to the Doctor to find out. The number is at least a baseline because maybe they will know more in three years. She noted that we have a person of color sitting here who is the Director of our Recreation Department and he does a fabulous job. We also have another person who is our City Comptroller who is of Asian descent so we do try to work on diversity although it may not be enough and we may have a long way to go. A comment was made that we don't want someone from out of town but this City has been a mess for fifty years with a lot of local leaders who went through City Hall and they didn't fix it either. It's not about where you come from it's about what kind of leader you are. Some of the local leaders really made a mess and some terrible decisions for this City in the past. The word gentrification means many different things to a lot of different people. In the 70's when people were moved out of their homes and displaced was pretty nasty. What's happening here now is not that at all. We have a lot of empty buildings here so we are trying to get developers and homeowners to come in to rehabilitate and renovate them to get these properties back on the tax rolls. Nobody is being moved out. Taxes went up and we are stuck today paying a bill for something that we had nothing to do with which is the Courthouse overrun of ten million dollars. We will not get out of that until that Bond is paid unless we get a lot more people here to pay taxes which is why we want to get more properties on the tax roll. Every time we sell another building to someone and they do a good job it helps the tax rolls and reduces the taxes. A lot of statements are made without seeing the big picture of what is happening. We sold eight hundred thousand dollars' worth of property, most for under twenty thousand dollars last year. That is a lot of houses that will be going back on the tax rolls. We haven't done that in years so things are moving forward but there is still a lot to do. We have made some progress but we have a long way to go. She added that there is an Election coming up so pay attention to that.

There being no further comments this portion of the meeting was closed.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 12:48 a.m.

LORENE VITEK
CITY CLERK

TABLED

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.

2/27/17

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. **Property:** "**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. **Option Period:** 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.

(c) 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
12.7 ACRES VACANT RESIDENTIAL LAND
35-37 BROAD STREET
ORANGE COUNTY
NEWBURGH, NEW YORK

VALUATION CONSULTANTS, INC.

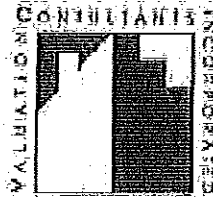
8 Front Street

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 - Opp File E610017
42.7 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 42.7 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, FIDIC, CMAA 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
J. Todd Wiley
12/9/16

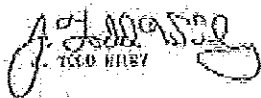
Gregory R. Langer
Gregory R. Langer

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 Analysis 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 146000043405

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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

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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 Research Community Development Agency.

There were formerly buildings located on the subject that were demolished in the 1980'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.

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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 (TIA).

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

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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.

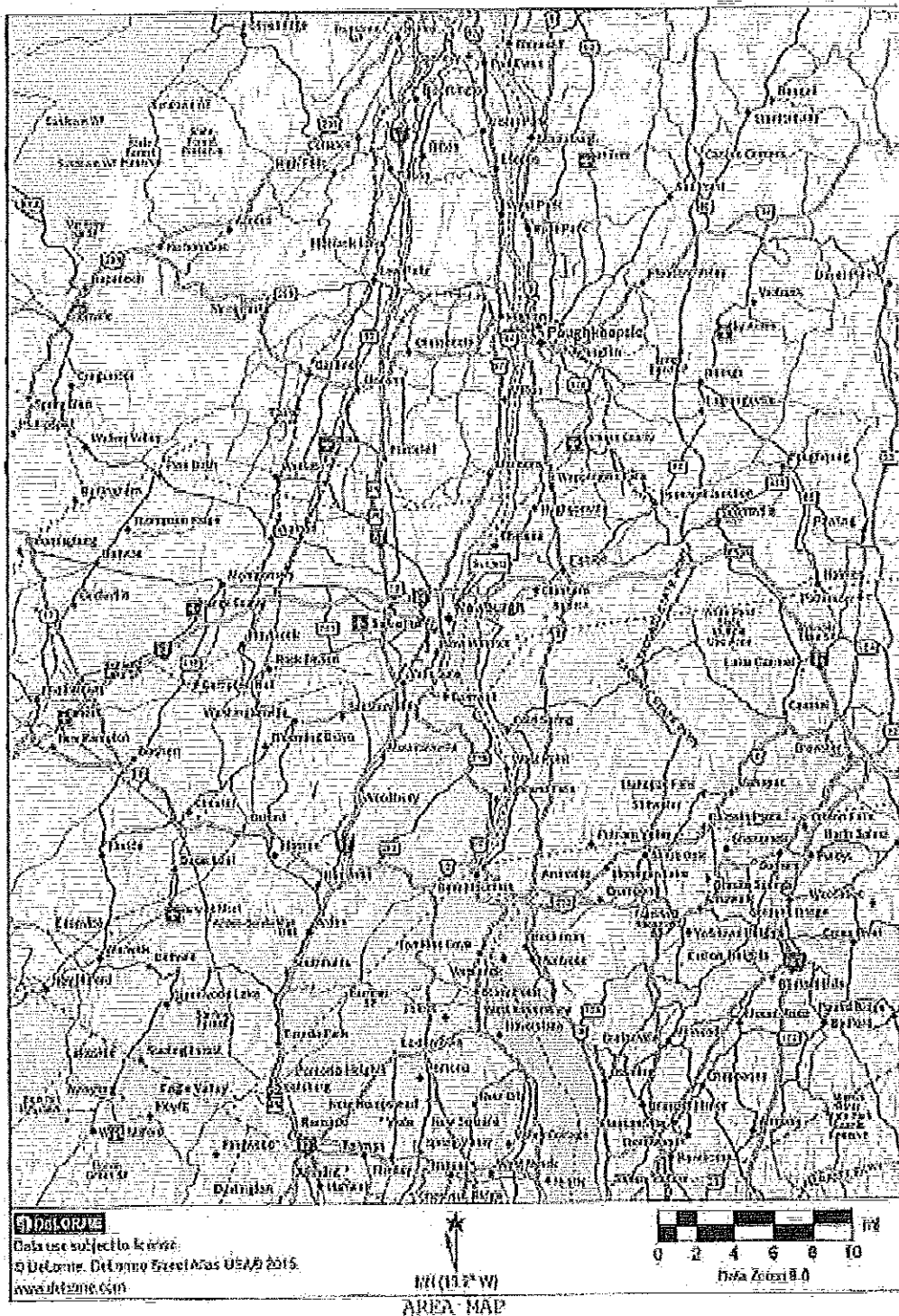
Hypothetical Condition: A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

This valuation does not include any hypothetical conditions.

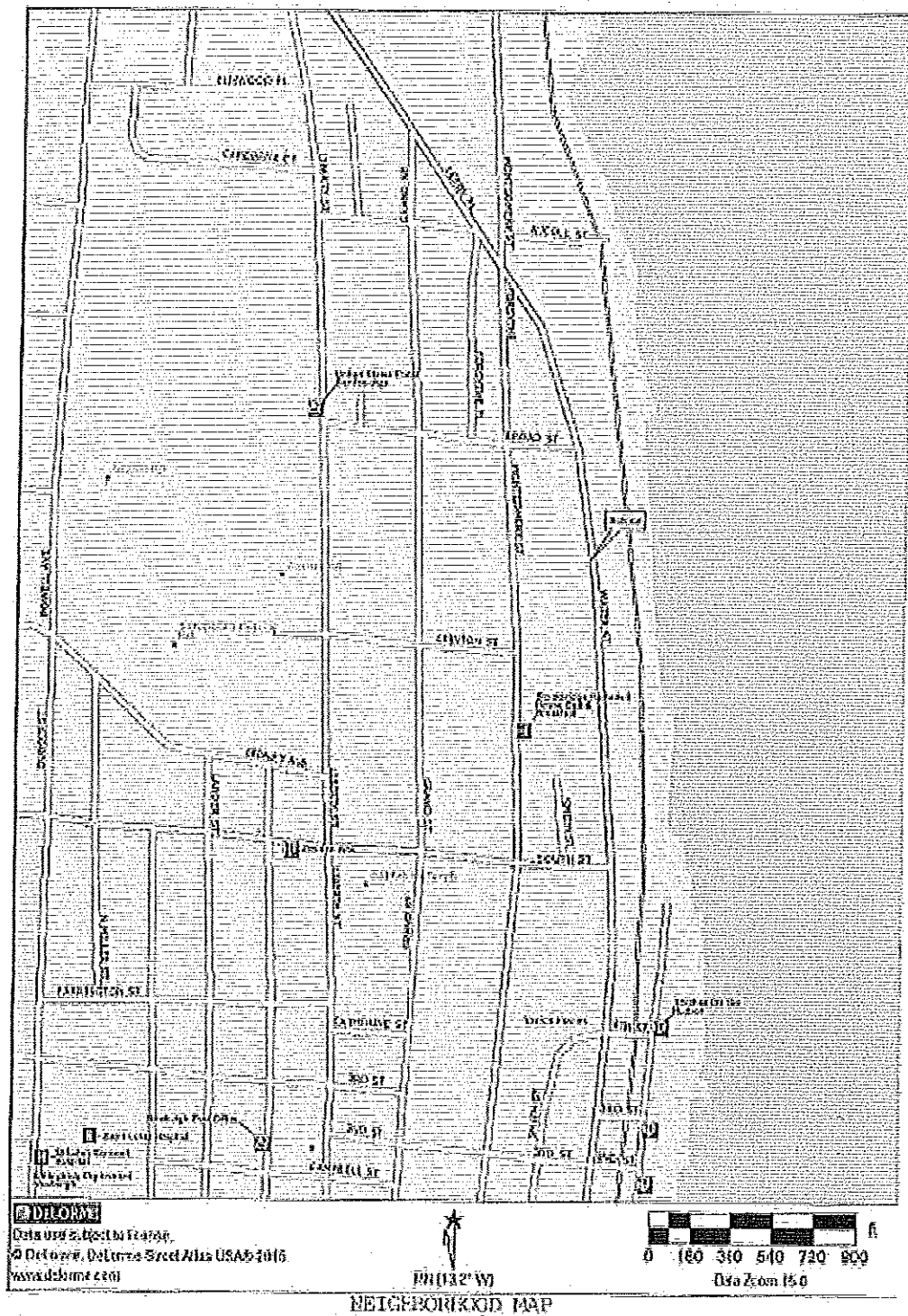
Liquidation Value: The most probable price that a specified interest in property should bring under the following conditions:

1. Consumption 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 or creative financing or sales concessions granted by anyone associated with the sale

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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 J, 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	<u>50</u>
Total	\$95,100

The final 2016 equalization ratio 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	<u>\$2,227.95</u>
Total	\$4,913.11

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

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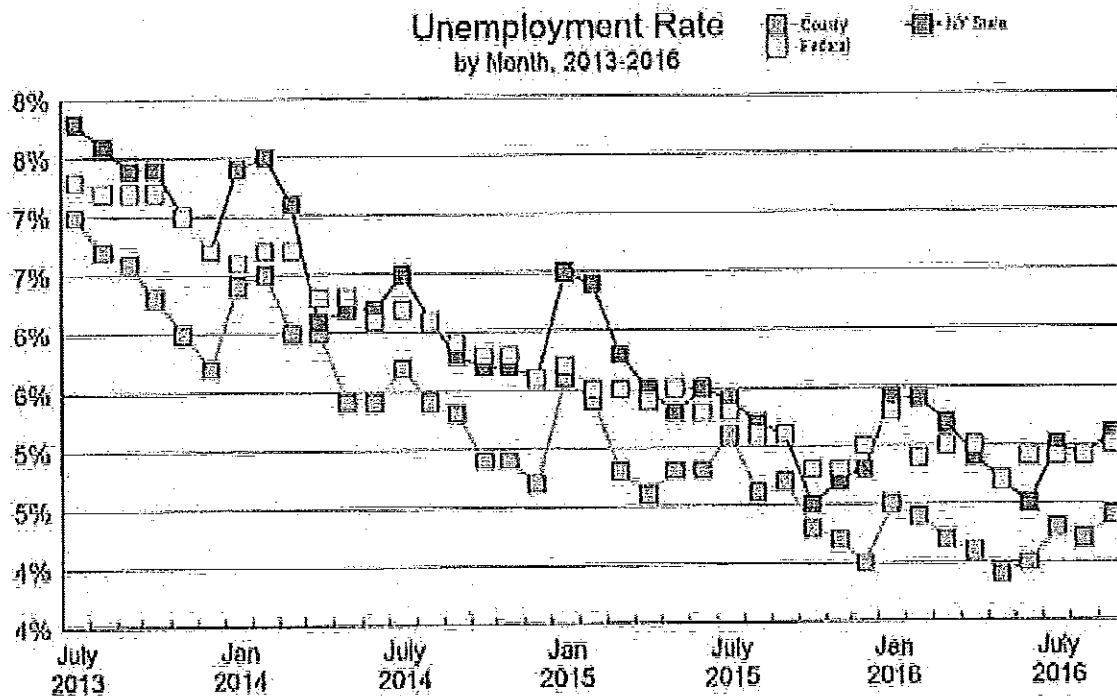
Area Overview

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-Fort Jarvis 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%	\$246,009	-1.4%	\$229,400	2.0%
YTD 9/30/2015	1,985	25.1%	\$241,531	-4.8%	\$225,000	-2.7%
YEAR END						
2016	2,748	24.2%	\$244,600	-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%	\$236,000	-3.5%
2011	1,718	-7.6%	\$263,276	-1.6%	\$243,600	-2.6%
2010	1,059	-8.3%	\$267,428	-3.3%	\$250,000	-3.8%

Unemployment Rate
by Month, 2013-2016



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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 24.5 million square feet of Class A office space, up 1100,000 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 45.9 million SF with a vacancy of 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 121 million SF, up slightly from the previous year, which saw the completion of a 1518,000 SF UMR building in Montgomery and a 1199,000 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 6.0%, 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/Milkill, 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

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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 project 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 Key

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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 Motorcraft 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

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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:

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YEAR	AVERAGE SALE PRICE	MEDIAN SALE PRICE	VOLUME OF SALES
2012	\$112,888	\$92,000	56
2013	\$114,917	\$92,500	62
2014	\$120,204	\$102,250	82
2015	\$105,194	\$85,950	70
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

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residences along and near East Farmington 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 12.7 acres, according to assessor's maps. No survey or site plan was provided to us.

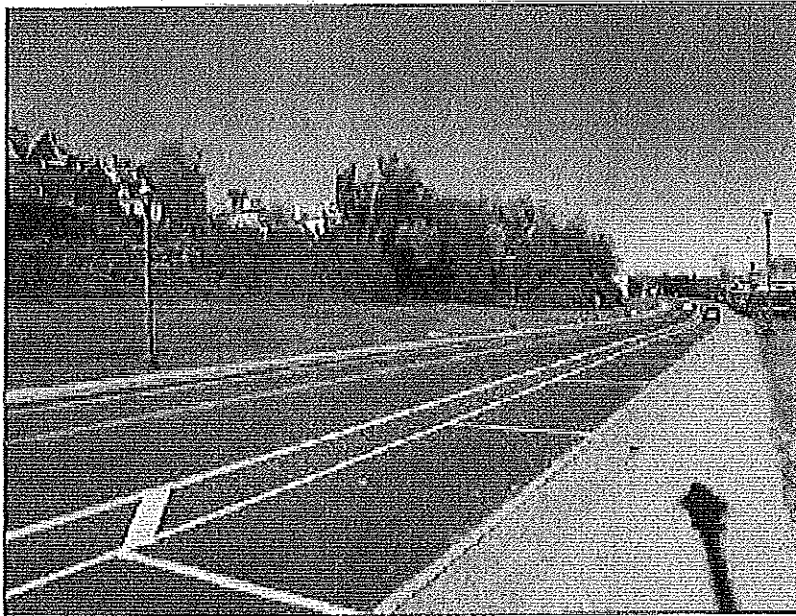
Size:	12.7 acres
Frontage:	1365.0 feet along Water Street, 1129.0 feet along Broad Street, 64.0' along Montgomery Street; adequate for ingress and egress
Access:	One curb cut along Montgomery Street, no curbing along Broad Street, and no curb cuts along Water Street.
Shape:	Irregular and somewhat rectangular 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

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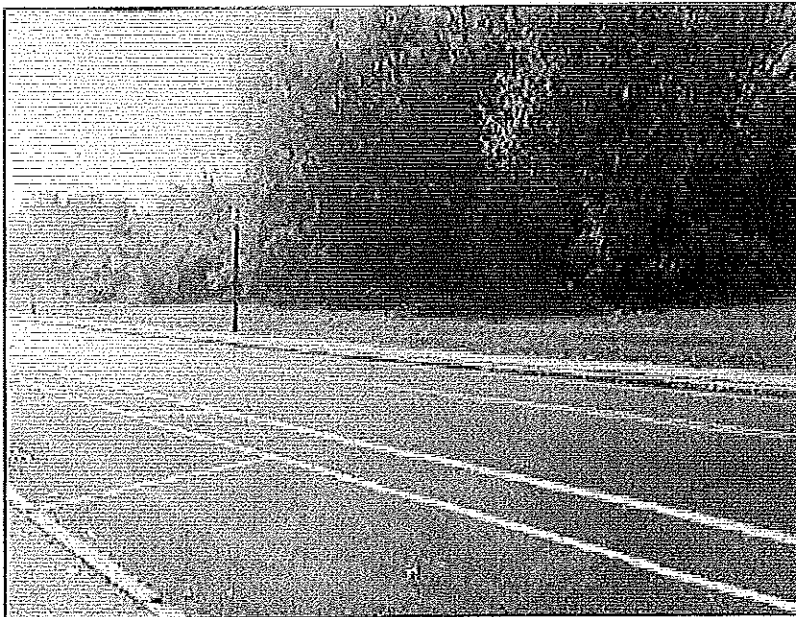
grades of Broad and Montgomery Streets; slopes up significantly from east to west, or from Water Street to Montgomery Street. The property also has a downward slope from north to south. Sections along the rear, or western edge have strong slopes; does significantly impact development and value. Site 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.

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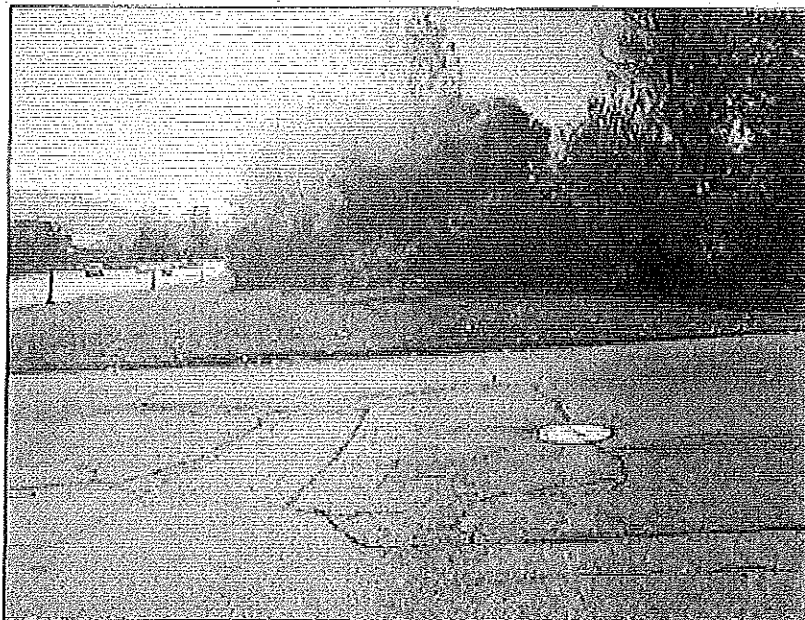


FRONT VIEW LOOKING NORTHWEST

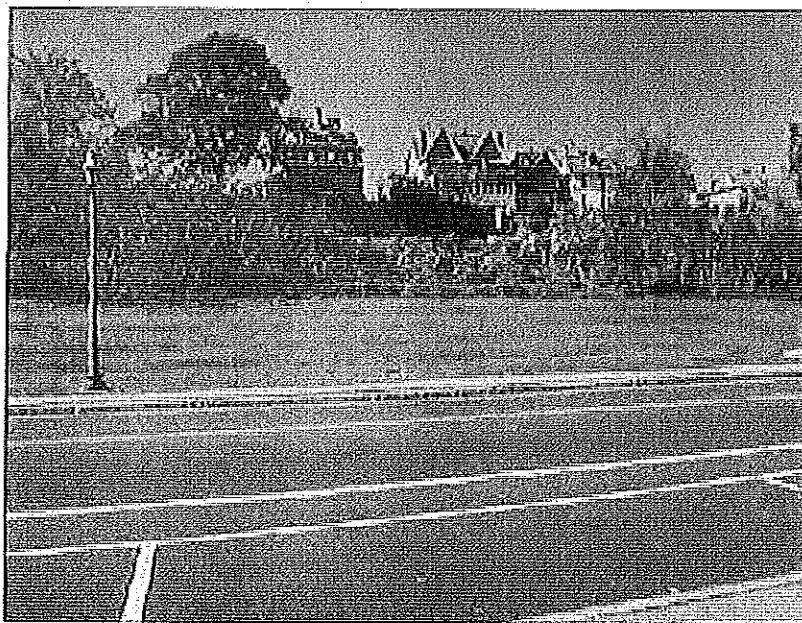


FRONT VIEW LOOKING SOUTHWEST

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VIEW OF SUBJECT FROM BROAD STREET LOOKING SOUTH

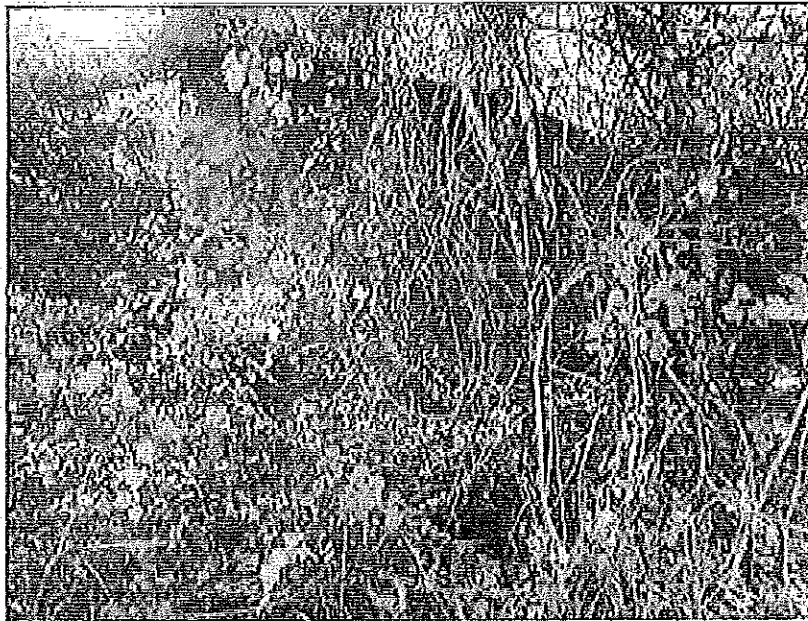


CENTRAL SECTION OF SUBJECT LOOKING WEST

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CENTRAL PORTION OF SUBJECT LOOKING WEST

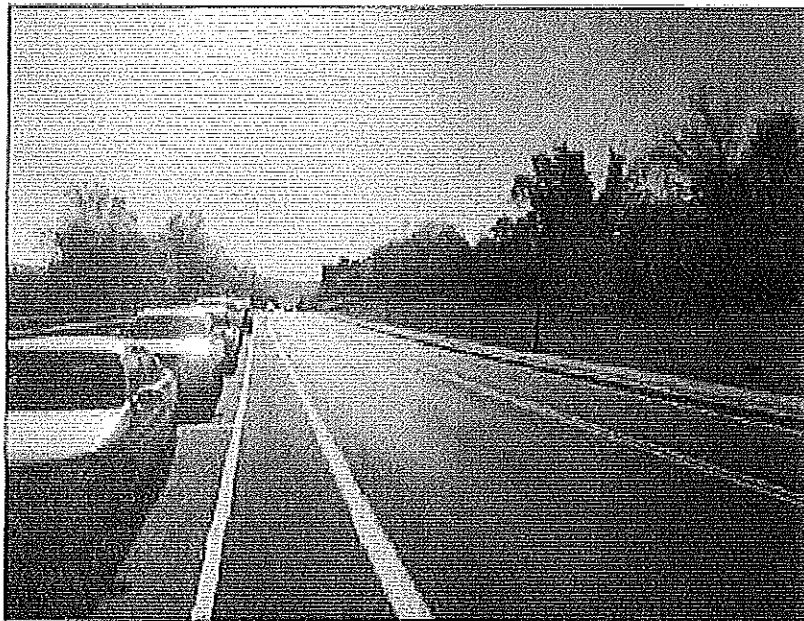


OLD FOUNDATION

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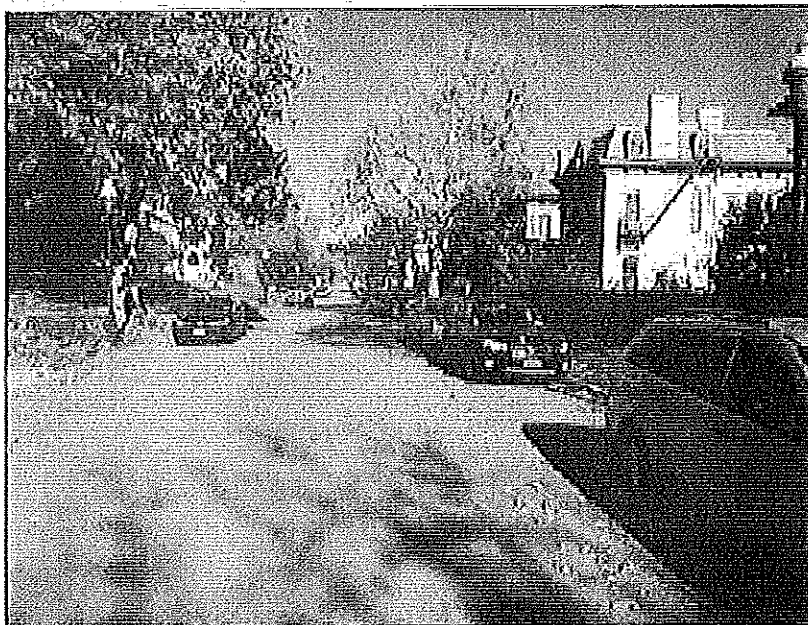


WATER STREET LOOKING NORTH

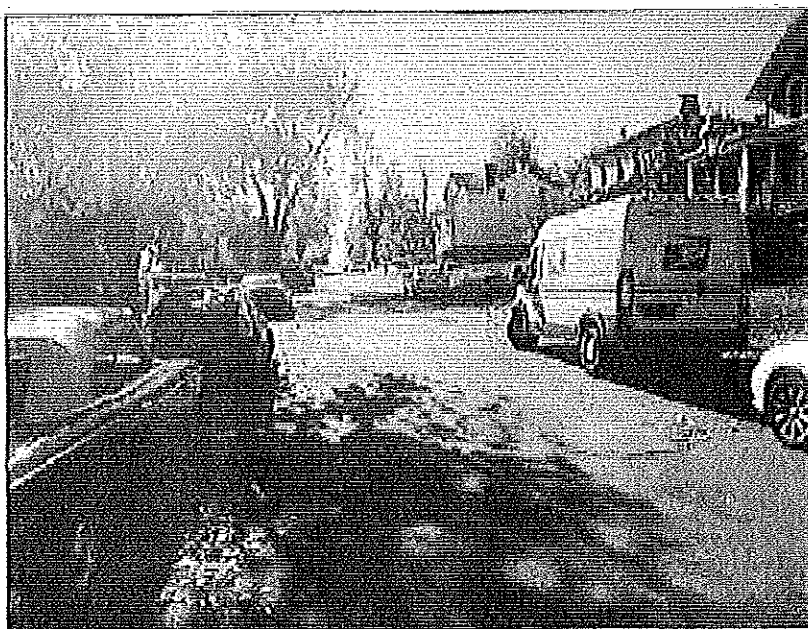


WATER STREET LOOKING SOUTH

VALUATION CONSULTANTS, INC.

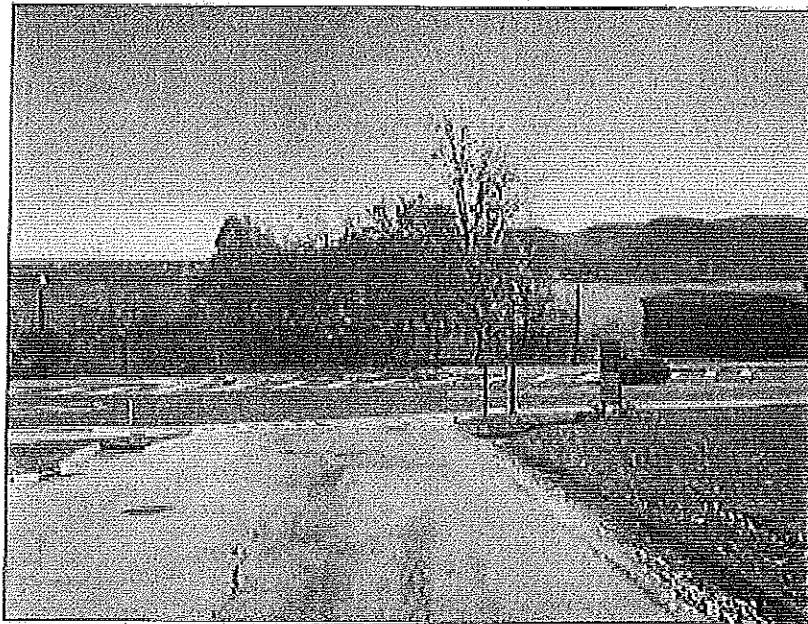


MONTGOMERY STREET LOOKING NORTH

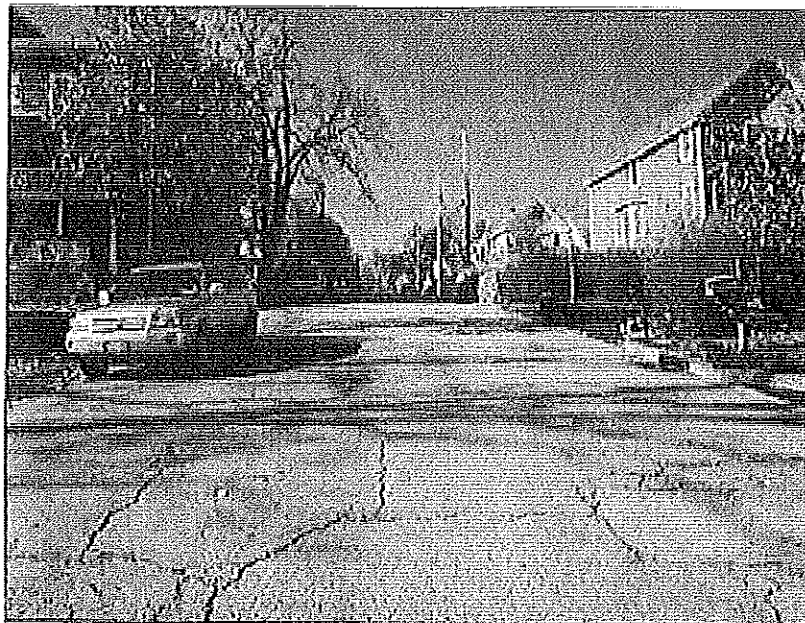


MONTGOMERY STREET LOOKING SOUTH

VALUATION CONSULTANTS, INC.

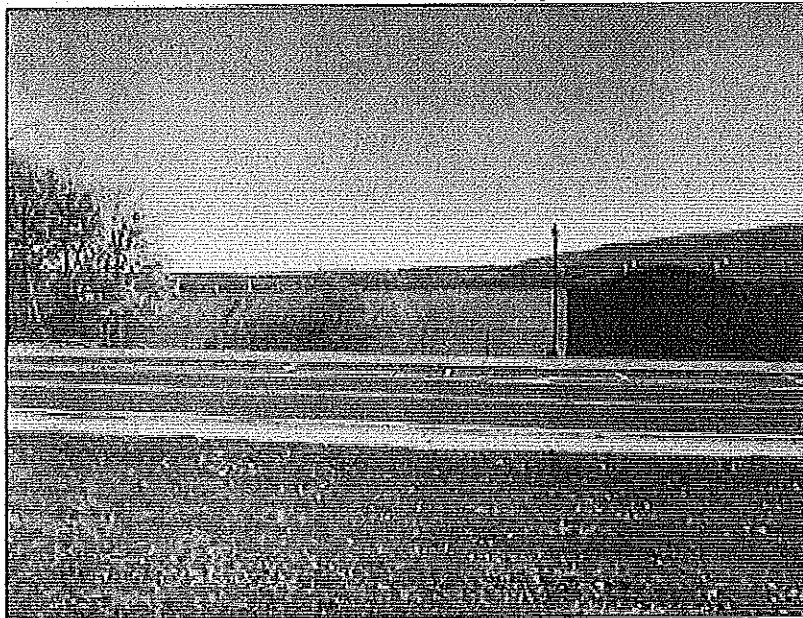


BROAD STREET LOOKING EAST

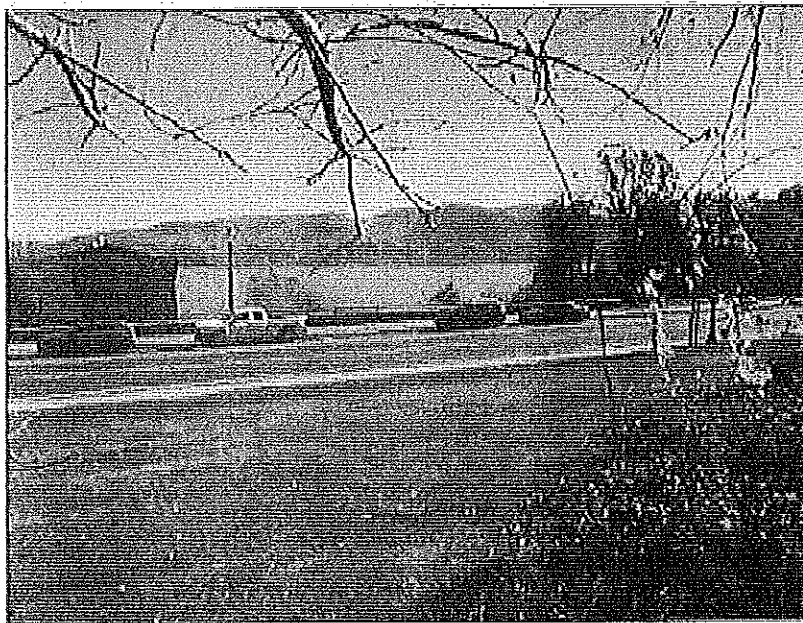


BROAD STREET LOOKING WEST

VALUATION CONSULTANTS, INC.

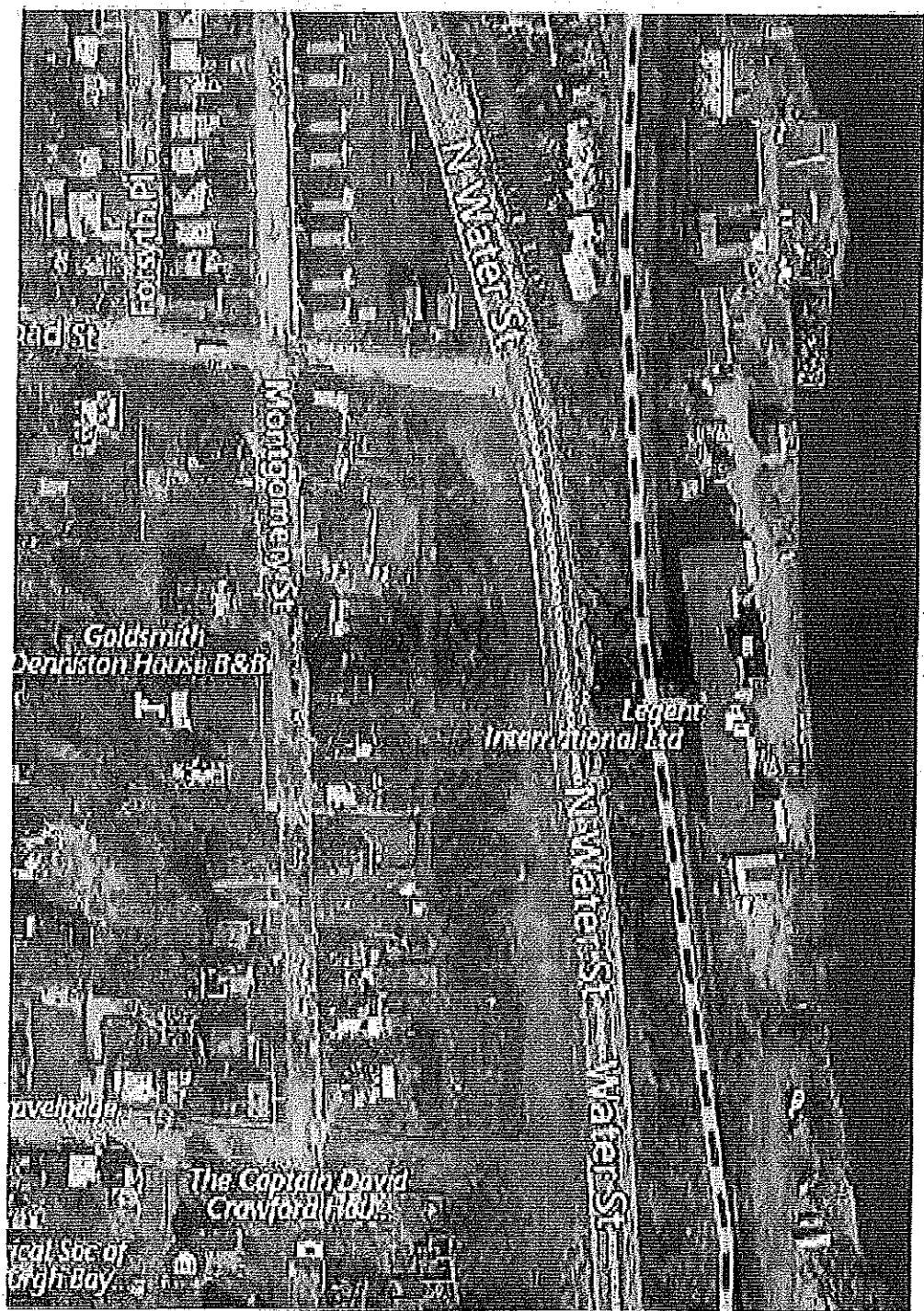


RIVER VIEW



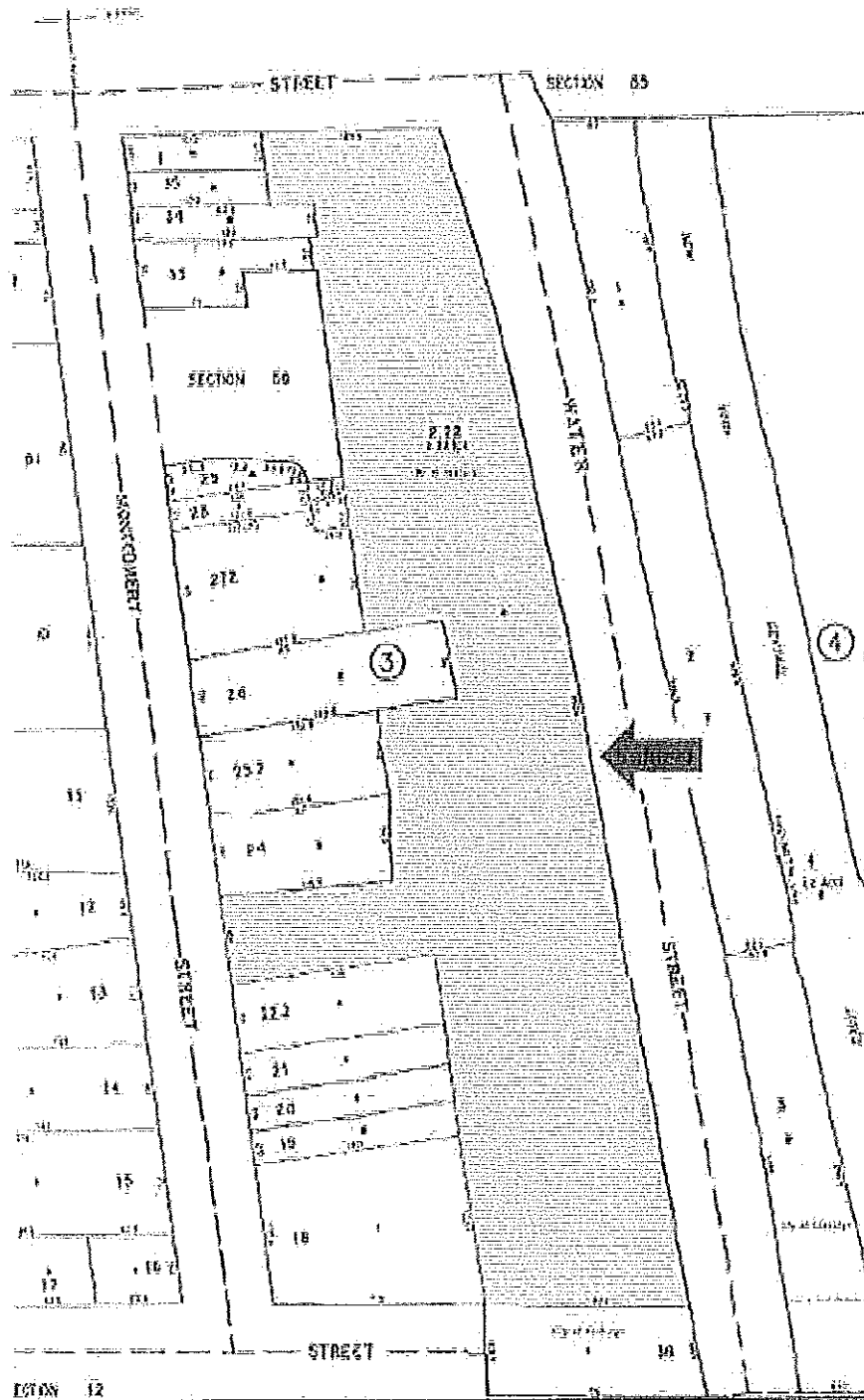
RIVER VIEW

VALUATION CONSULTANTS, INC.



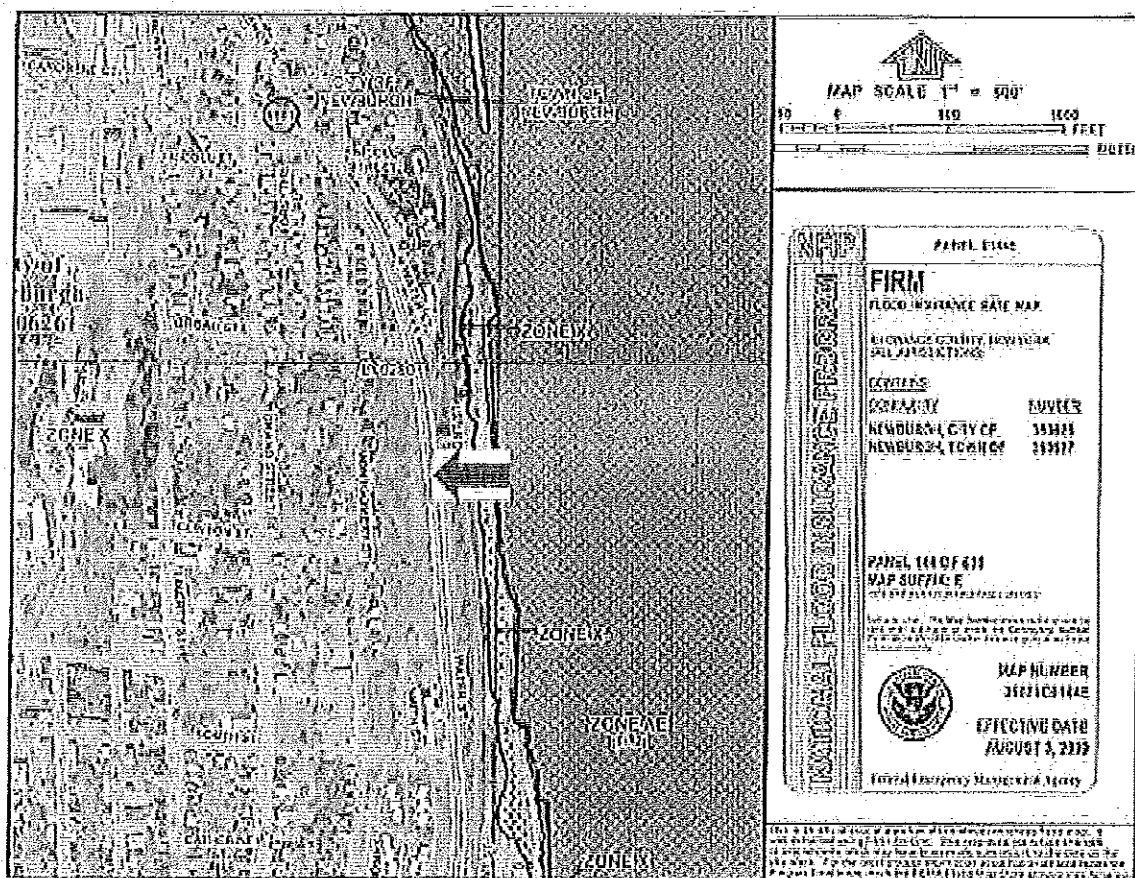
AERIAL VIEW

VALUATION CONSULTANTS, INC.



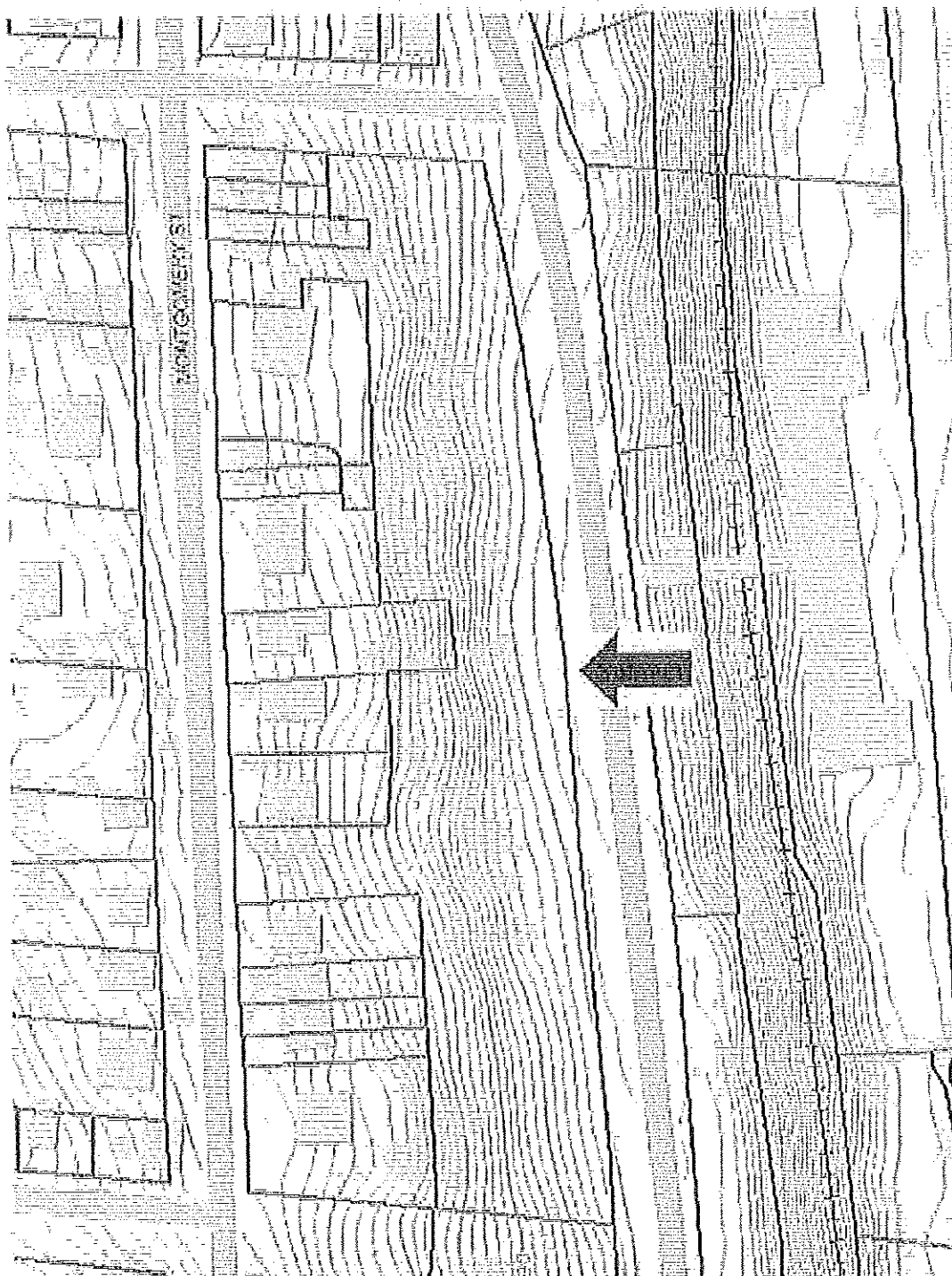
TAX MAP
SECTION 10, BLOCK 3, LOT 2.22

VALUATION CONSULTANTS, INC.



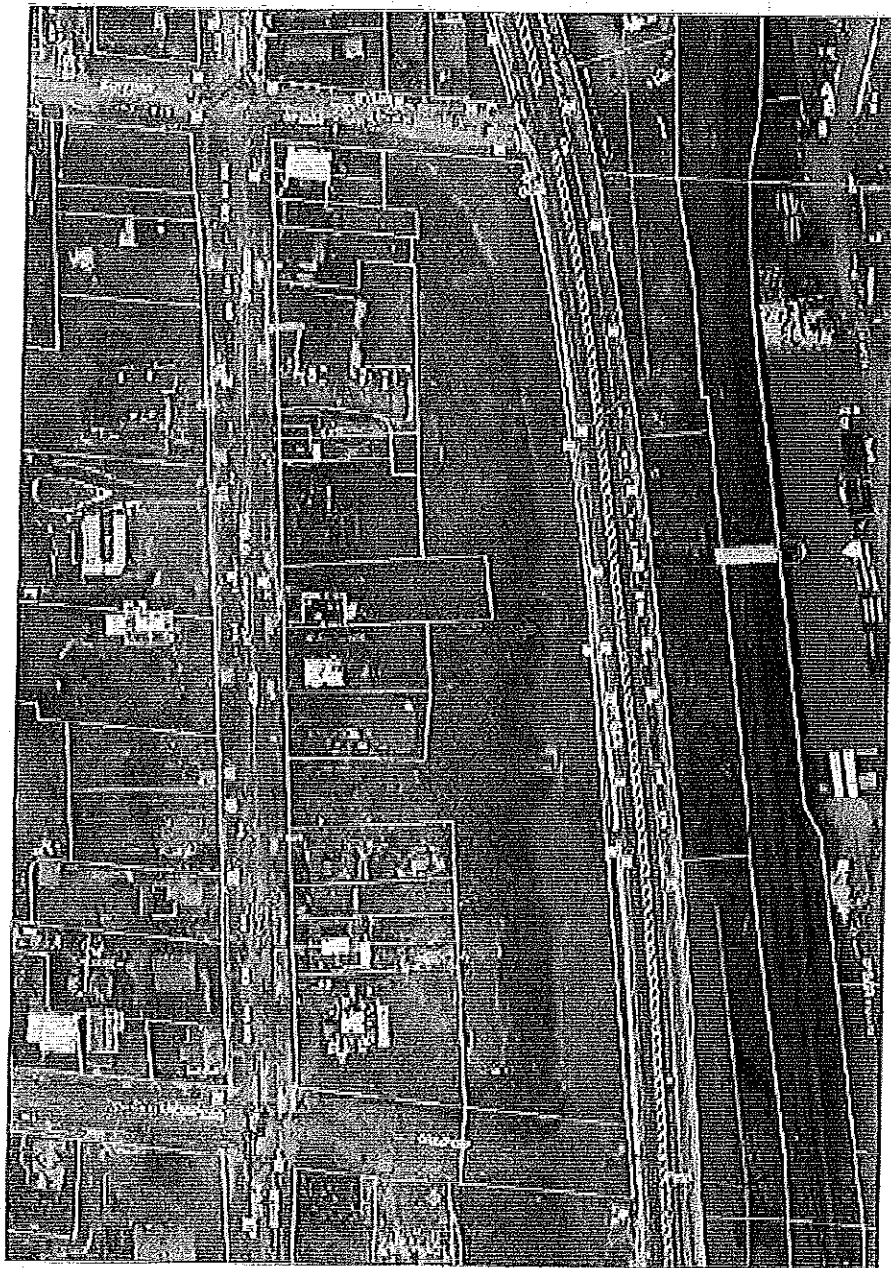
FLOOD MAP

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TOPOGRAPHICAL MAP FROM THE ORANGE COUNTY GIS SYSTEM

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1. The first step is to identify the problem. In this case, the problem is that the system is not working properly.

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

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Zoning

The subject property is located in the City of Newburgh, County of Orange, State of New York, and is situated in a R1 Zoning District. This is a low density Residential District. The following regulations shall apply to all R1 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.

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For the purpose of this study, the following hypotheses were formulated:

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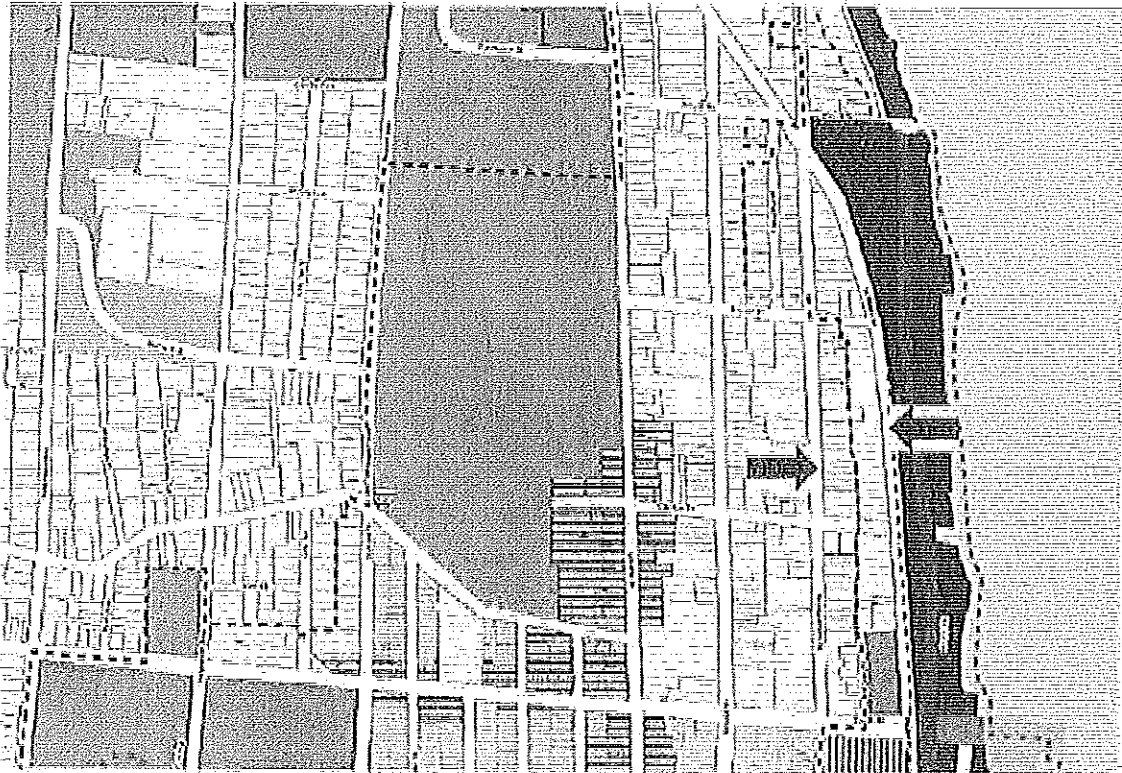
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ZONING: HISTORIC OVERLAY

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

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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." 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.

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.¹³

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 R1 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.

¹³ 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

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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.

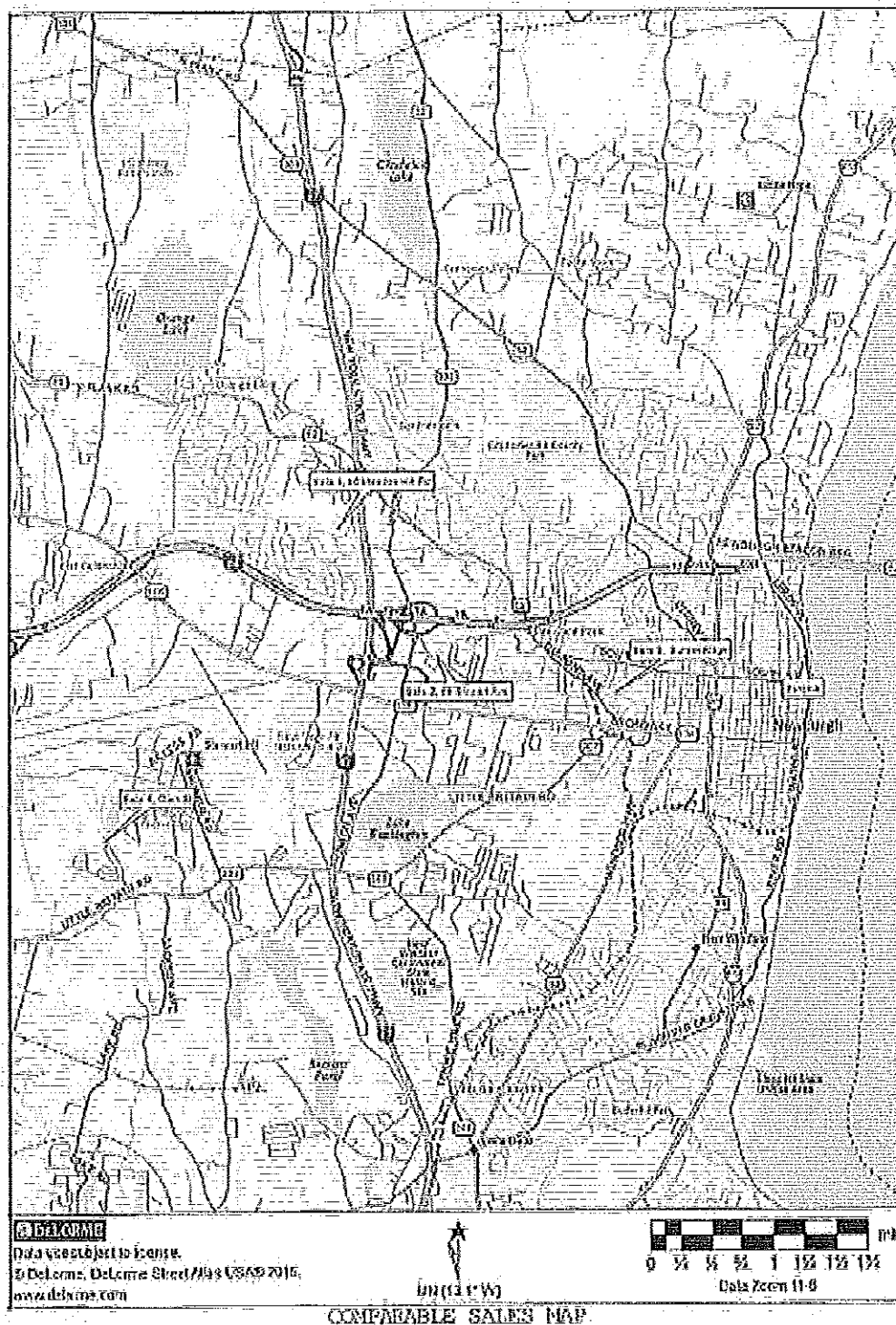
Land Sale 3 is situated along Orchard Street in an inferior City of Newburgh location. A significant utility adjustment was made as it had approvals, and it had portions of the roads and infrastructure in place, as well as 5 existing partially built houses, 3 of which were nearly completed. A topography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

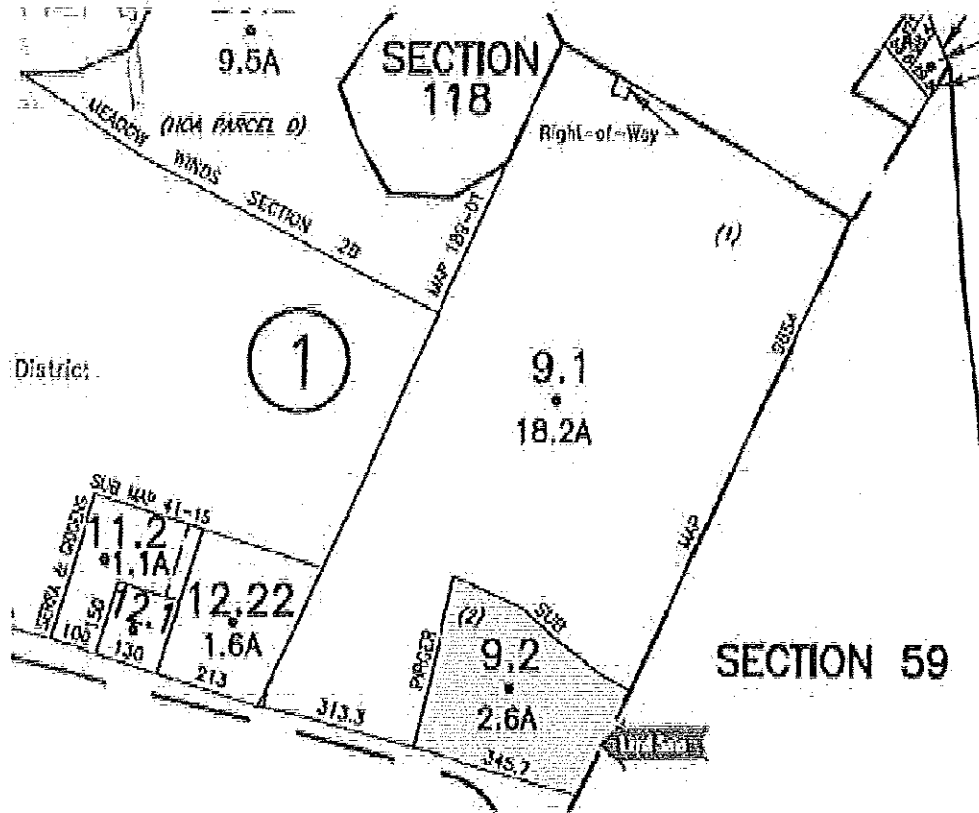
The indicated value of the subject property "as is," via the Sales Comparison Approach, is \$90,000 per acre, or \$245,000 (rounded).

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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	13980/178
Verification	Other sources: County records, planning board minutes. Confirmed by Christine Bell

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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

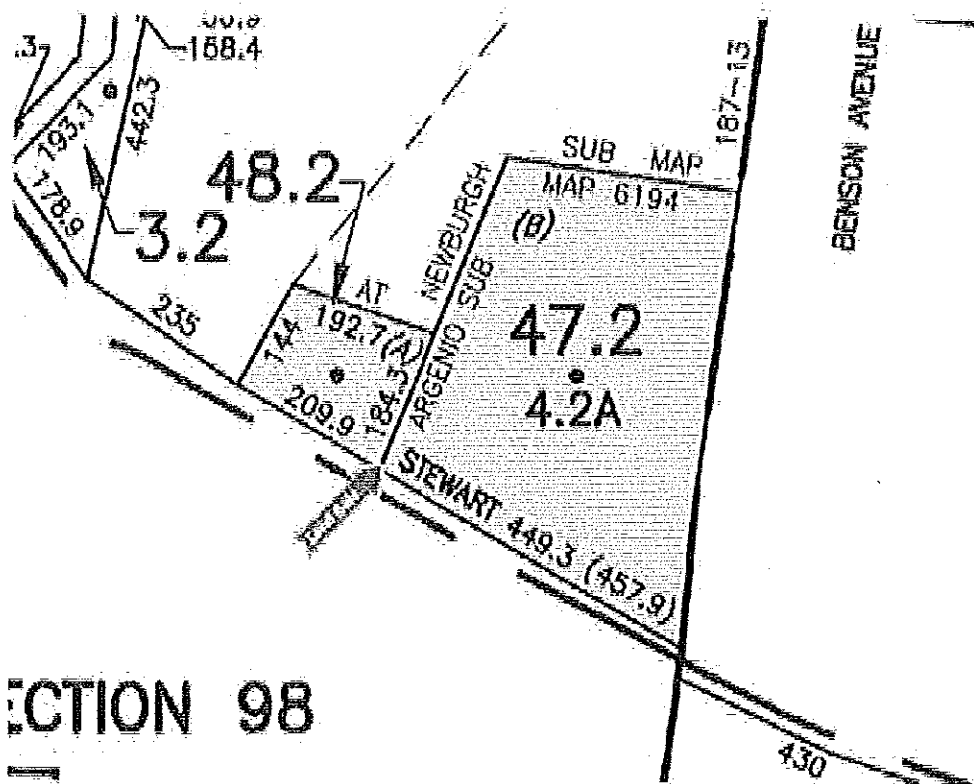
Sale Price/Gross Acre	\$141,250
Sale Price/Gross SF	\$3.24
Sale Price/Planned Unit	\$15,167

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.

VALUATION CONSULTANTS, INC.

Land Sale No. 2



SECTION 98

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

VALUATION CONSULTANTS, INC.

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

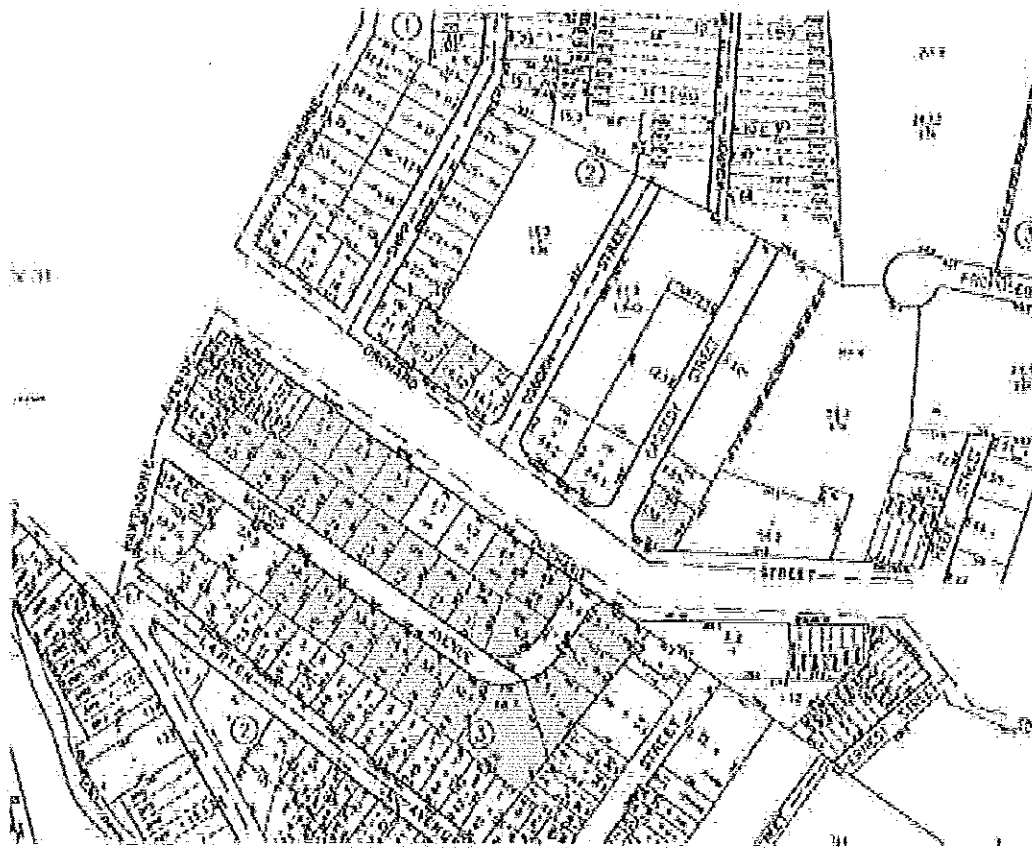
Two adjacent parcels totaling 4.95 acres. Lot #47.2 totals 4.20 acres and lot #48.2 totals 0.75 acre. The topography is rolling with a rise from road frontage to the center. The combined total of frontage along Stewart Avenue is 659.2 feet.

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 2013 the purchaser has applied for approvals.

VALUATION CONSULTANTS, INC.

Land Sale No. 3

Property Identification

Record ID 1827
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, 17, 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

VALUATION CONSULTANTS, INC.

Land Sale No. 3 (Cont.)

Conditions of Sale Auctioned
Verification Rich Pasini-Key Properties; 845-865-6100, 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 "Suisel 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.

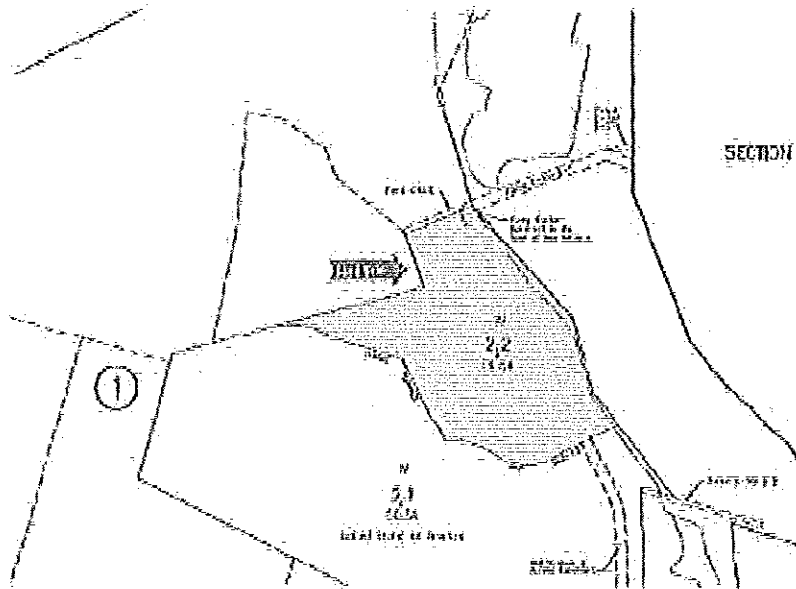
As of April 2011 the majority of the site work and improvements have been completed, including one road, the majority of the second road and most of the utility connections. The developer estimates that \$968,000 in site work has been completed, which equates to \$30,000 per lot based on 32 lots, with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

VALUATION CONSULTANTS, INC.

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 Fidelec 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	\$2,650,050

Liquid Data

Zoning	R-5, Multiple Residential
Topography	Mostly level

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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
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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.

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SALES COMPARISON APPROACH ANALYSIS

SALE	SUBJECT	1	2	3	4
SALE PRICE		\$364,000	\$582,500	\$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
LOCATION	Water St. C. Newburgh Good	Meadow Hill Rd T. Newburgh Superior -10%	Stewart Ave T. Newburgh Superior -10%	Orchard St C. Newburgh Inferior 15%	Clark St New Windsor Superior -10%
LAND SIZE (Acres)	2.700	2.58 0%	4.95 0%	5.28 0%	19.50 10%
UTILITY	Water/Sewer No Approvals	Subj. Appr. Superior -10%	Appr./No Roads House & Bldg Superior -20%	Appr./Roads & 6 Houses Superior -20%	Appr./No Roads Superior -10%
ZONING	RL	R-M 0%	R-S 0%	R-1 0%	R-S 0%
TOPOGRAPHY	Sloping Upward	Superior -5%	Superior -5%	Superior -5%	Superior -5%
TOTAL ADJUSTMENTS		-25%	-35%	-10%	-15%
ADJUSTED PRICE		\$95,313	\$66,477	\$82,500	\$115,513
INDICATED VALUE	\$80,000	Per Acre x	2.700	Acres x Rounded	\$243,000 \$245,000

VALUATION CONSULTANTS, INC.

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 files. 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.

VALUATION CONSULTANTS, INC.

ADDENDUM

VALUATION CONSULTANTS, INC.

PROPERTY ADDRESS	S-B-L	10 Assessment	Prop. Class Code	Lot Size	Description	Consolidation
135-27 Broad Street	10-3-2-22	\$86,100	311	2.70 Acres	Residential Vacant Land	No
Water Street	10-3-3-6	\$5,600	311	65' X 156'	Residential Vacant Land	No
207 Water Street	12-3-2-1	\$17,500	350	65' X 185'	Urban Renewal	No
209 Water Street	12-3-3	\$2,900	350	25' X 175'	Urban Renewal	No
148 Montgomery Street	12-4-2-4	\$21,600	350	184' X 130'	Urban Renewal	No
140 Montgomery Street	12-4-10	\$24,500	350	165' X 173'	Urban Renewal	No
180 Water Street	12-5-5	\$52,900	351	142' X 272'	Commercial Vacant W/ Imp.	No
151 Lander Street	18-4-43	\$2,800	311	25' X 120'	Residential Vacant Land	No
1 Colleen Street	24-8-1	\$11,700	350	311' X 285'	Urban Renewal	No
9 Colleen Street	24-8-2	\$500	350	19' X 55'	Commercial Vacant	No
21 Montgomery Street	24-8-3	\$15,600	350	33' X 178'	Commercial Vacant	No
34 Montgomery Street	24-10-1	\$75,500	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	350	67' X 445'	Commercial Vacant	No
94 S. Water Street	27-3-1-1	\$54,200	350	2.10 Acres	Urban Renewal	No

THIS INSTRUMENT 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 rent, 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 to 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.

VALUATION CONSULTANTS, INC.

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

PARCH. 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 (1/1-a Water & Barclay, and being more particularly described as Section 12, Block 3, Lot 2.1 (1/1-a Section 12, Block 3, Lot 13, 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 26; and

PARCH. 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 202 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

VALUATION CONSULTANTS, INC.

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 t/k/a 94-104 S. Water Street, and being more particularly described as Section 37, Block 3, Lot 1.1 t/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 t/k/a NEWBURGH URBAN
RENEWAL AGENCY

BY:


NICHOLAS J. VALENTINE,
Chairman

VALUATION CONSULTANTS, INC.

THE CITY OF NEWBURGH

BY: Richard F. Herbek
RICHARD F. HERBEK,
Acting City Manager

STATE OF NEW YORK }
COUNTY OF ORANGE } ss:

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.

DE E MP
DENIS E. JERSON
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN WESTCOTTER COUNTY
101.60.437263
COMMISSION EXPIRES AUGUST 31, 2011

STATE OF NEW YORK }
COUNTY OF ORANGE } ss:

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.

DE E MP
DENIS E. JERSON
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN WESTCOTTER COUNTY
101.60.437263
COMMISSION EXPIRES AUGUST 31, 2011

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(h) 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.

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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 waste 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 as 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.

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J. TODD WILEY, TAO = APPRAISER'S QUALIFICATIONS

EDUCATION:

S.U.N.Y. Orange, Middletown, New York	1978-1980
Major- Data Processing	
S.U.N.Y. Brockport, New York	1981-1983
Major- Computer Science	

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

TAO-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 NYEMA	1999-2006
Institute of Assessing Officers	
NYEMA Real Property Tax Administration Committee	
RIPTAC, Chairman	2013-present
RSTAC, 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 (TAO)	

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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 Vd- Valuation Equity	2004
Hotel Valuation	2004
Tax Certification- 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 property 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

9/91-7/95

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

VALUATION CONSULTANTS, INC.

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 clearances, employment, transportation routes, construction activity, and mortgage recordings

Census Tract Maps

Flood Plain Maps

Wetland Maps

VALUATION CONSULTANTS, INC.

GREGORY R. JANGER - 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	

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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 - (A01) 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 Dialect 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 #2375-07 USPAP Update Course	3/2008

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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 - BEAC Code: 2623-07 Online Small Hotel/Motel Valuation	3/2012

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	66
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 in Recurring Maintenance 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	6/2015
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 - 1 st Annual Appraisal Case Studies Seminar	10/2015
Appraisal Institute - NYS Code 3625-20 Advanced Concepts & Case Studies - Course 50360	12/2015
Manfred Real Estate Learning Center, Inc. - Course D-0332 Supervisory/Appraiser/Trainee Appraiser Course	10/2016

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Appraisal Institute - NY State Ccs #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 guaranty 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
 Bloch and Bloch
 Business Lending
 Catskill Hudson Bank
 Charles Brödie, Requirre
 Chase Manhattan Bank
 Citizens Bank
 City National Bank

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City of Middletown
 City of Newburgh
 City of Poughkeepsie
 Community Bank
 Community Preservation Corporation
 Concorde Landing
 Country Bank
 County of Orange
 County of Dutchess
 Cumberland Farms
 Cumberland Gulf
 David Brodsky, Esquire
 Debtors 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
 Land 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
 St Bank and Trust
 Stanley Marks and Company, CPA
 Sterling National Bank (formerly Provident Bank)
 Steven Rosonowitz, Esquire
 Stewart International Airport
 Summit Bank
 TD Banknorth, N.A.
 Town of Chester

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Town of Newburgh
 Town of Wallkill
 Trust Company of New Jersey
 Ulster Savings Bank
 Union Savings Bank
 Union State Bank
 Vanacore, DeBenedictus, DiGiovanni & Waddell, CPAs
 Valley National Bank
 Village of Malden
 Warden Savings
 Wallkill Valley Federal Credit Union
 Warwick Valley School District
 Webster Bank
 Wells Fargo
 Wilbur 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

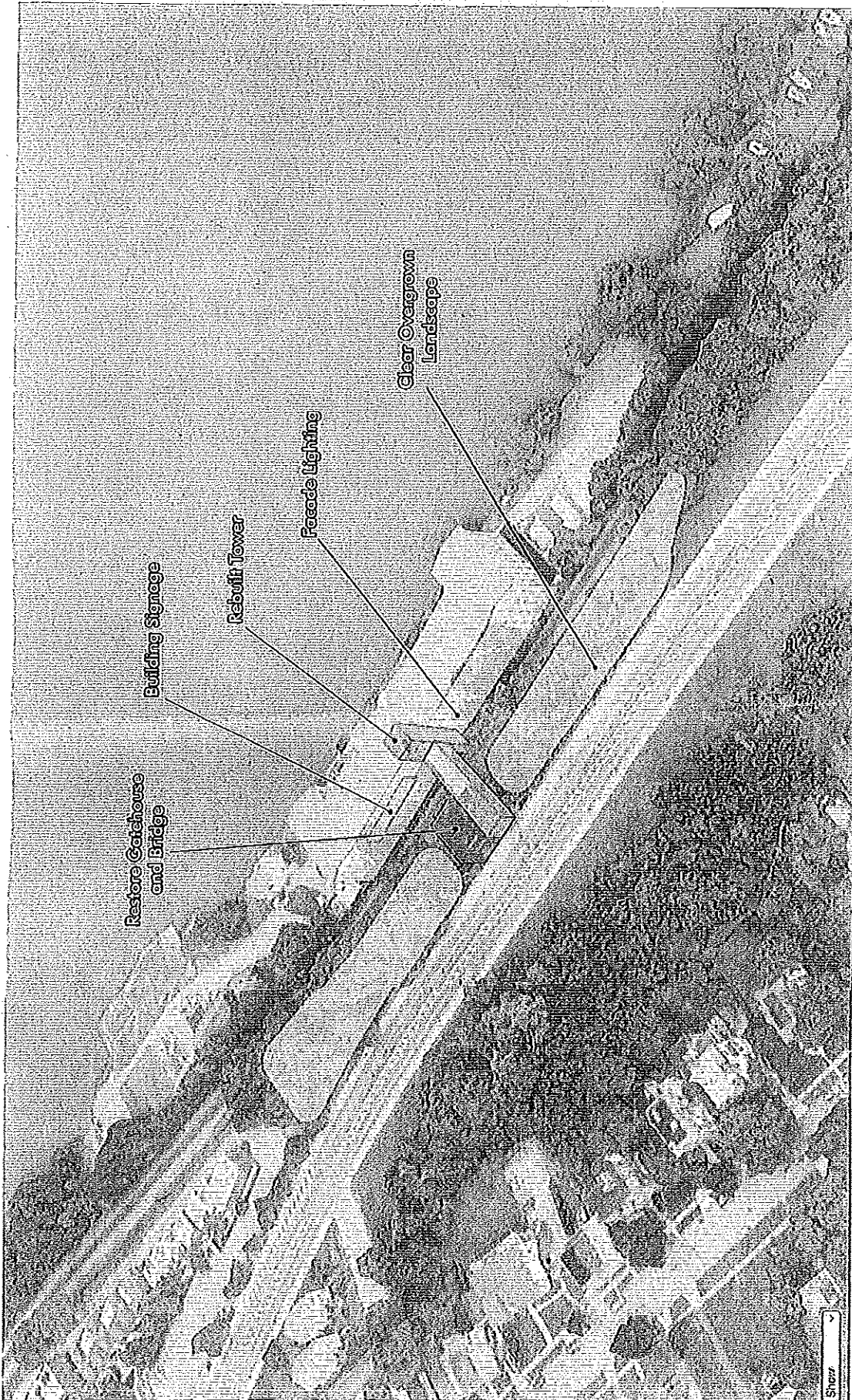
Current community statistics referring to retail sales, bank clearance, employment, transportation routes, construction activity, and mortgage recordings

Census Tract Maps, Flood Plain Maps, Wetland Maps

VALUATION CONSULTANTS, INC.

UNIQUE NUMBER 42000043405		State of New York Department of State DIVISION OF LICENSING SERVICES		FOR OFFICE USE ONLY Control No. 89572	
PURSUANT TO THE PROVISIONS OF ARTICLE 26 OF THE EXECUTIVE LAW AS IT RELATED TO R.E. APPRAISERS.				EFFECTIVE DATE 03/00/16	
LANGER GREGORY R C/O VALUATION CONSULTANTS INC 4 FRONT ST NEWBURGH, NY 12550				EXPIRATION DATE 03/07/18	
HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER					
DEBORAH A. PERALES SECRETARY OF STATE					

VALUATION CONSULTANTS, INC.



SEPTEMBER 2016 | SECTION TITLE 71

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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.

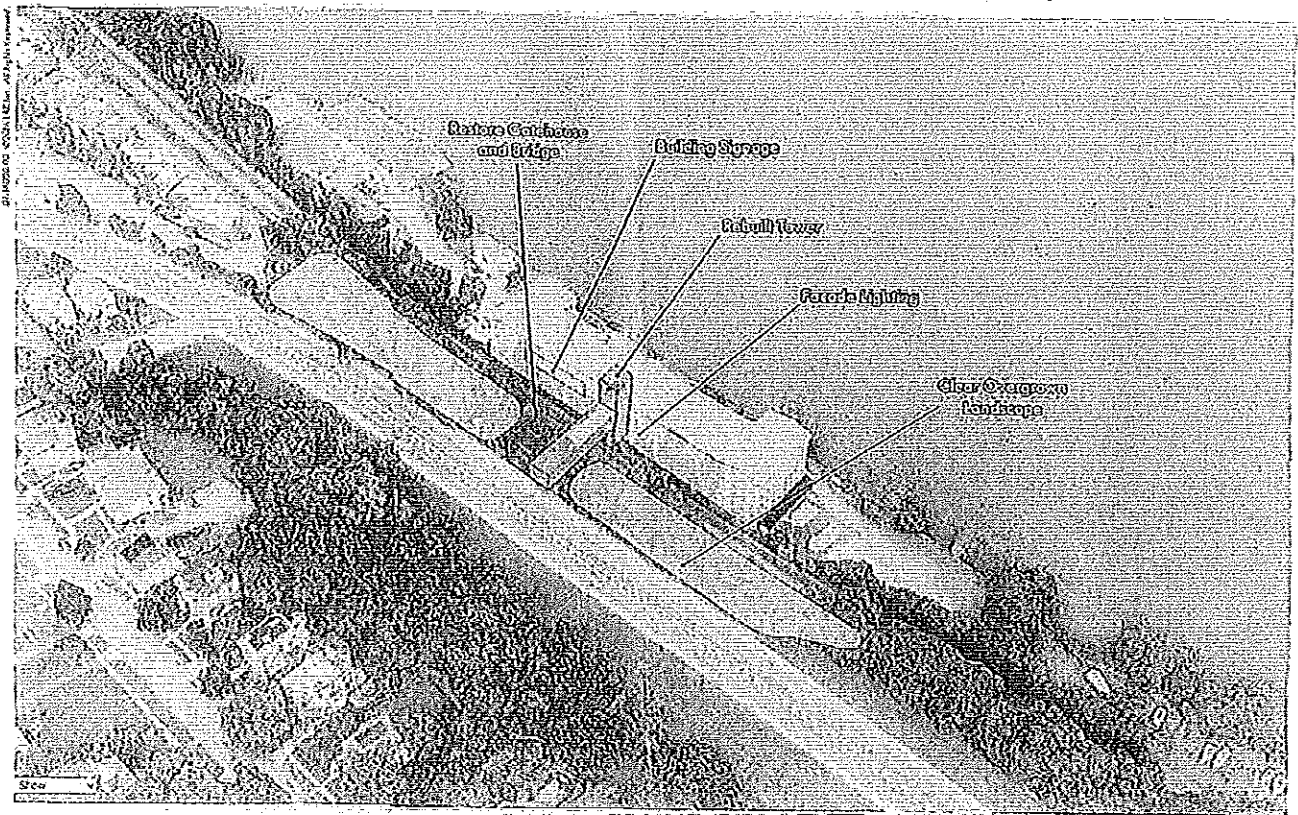
The construction budget for the entire project is \$40,650,000. The combined construction will generate:

- \$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.



TABLED

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 than 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 \$144,500.00 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

Dear Mr. Morris:

Contact:
Robert Ostapczuk

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).

Phone:
518 250 7300

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).

Email:
robert.ostapczuk@arcadis.com

Our ref:
04881005.0000

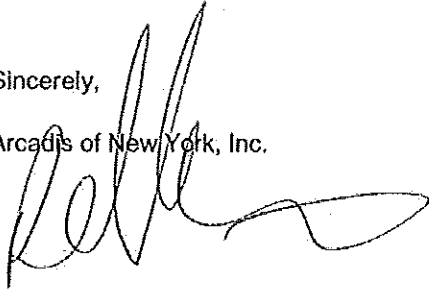
Arcadis proposes to complete the additional services on a not to exceed time and material basis for a total budget of \$144,500. Please see the attached Project Budget for a breakdown of effort by task. It should be noted that Arcadis has estimated that \$65,956, or 46% of the project budget, will be 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.

Mr. Jason Morris
February 3, 2017

Sincerely,

Arcadis of New York, Inc.

A handwritten signature in black ink, appearing to read 'R. Ostapczuk', with a long horizontal flourish extending to the right.

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 Administration	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")

AMENDMENT No. 1

- 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%
<i>NYS Water Grants (also receiving EFC Loan)</i>	
CWSRF	23%
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NY Water Grants (grant only)	30%
<i>Engineering Planning Grant</i>	
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,

AMENDMENT No. 1

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.

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

Between city of Newburgh and Arcadis of New York, Inc.

Page 8 of 8

Project Number: 04881005.0000

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:

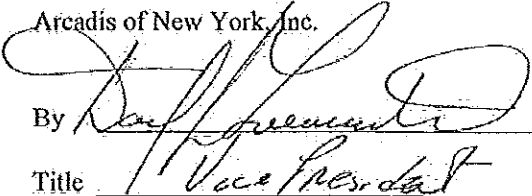
_____, 20____.

City of Newburgh

By _____

Title _____

Arcadis of New York, Inc.

By  _____

Title Vice President

TABLED

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.

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

Dear Mr. Morris:

Contact:
Robert Ostapczuk

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).

Phone:
(518) 250-7300

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).

Email:
robert.ostapczuk
@arcadis.com

Our ref:
04881009.0000

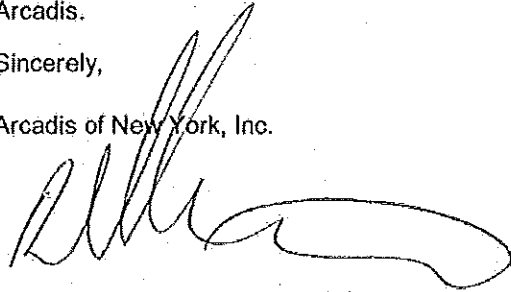
The original Agreement amount was \$72,000, based on time and materials. To date, services provided for the development of the Basis of Design Report are estimated to be \$45,000, assuming one round of comments and response from the New York State Department of Environmental Conservation (NYS DEC). Arcadis 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.

Mr. Jason Morris
February 3, 2017

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 Administration	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:
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 - 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.
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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
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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>.
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B. MWBE Utilization Plan

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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

AMENDMENT No. 1

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

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

Between city of Newburgh and Arcadis of New York, Inc.

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Project Number: 04881009.0000

AMENDMENT No. 1

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:

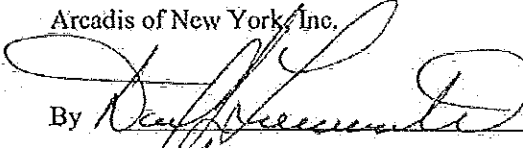
_____, 20____.

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.

RESOLUTION NO.: 47 - 2017

OF

FEBRUARY 27, 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 31, 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

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
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 not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
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 ☐ Load side connection with DC optimizers
☐ Supply side connection with DC optimizers ☐ Load side connection with microinverters
☐ Supply side connection with string inverter ☐ 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 properly 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.

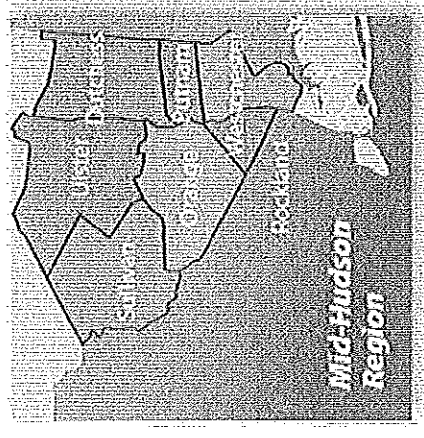


NYSERDA
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PRESENTATION OVERVIEW

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



NYSERDA
Supported

CLEAN ENERGY COMMUNITIES 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.



NYSERDA
Supported

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



NEW YORK
STATE OF
OPPORTUNITY.

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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.



NYSERDA
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High Impact Action 1

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.



NYSERDA
Supported

High Impact Action 1

BENCHMARKING Eligibility & Requirements

578



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Supported

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.

High Impact Action 1

CLEAN ENERGY UPGRADES Benefits

- Replacing outdated 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%.



NYSERDA
Supported

High Impact Action 2

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.



NYSERDA
Supported

High Impact Action 2

CLEAN ENERGY UPGRADES Eligibility & Requirements



NYSERDA
Supported

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.

High Impact Action 2

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.



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Supported

High Impact Action 2

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%.



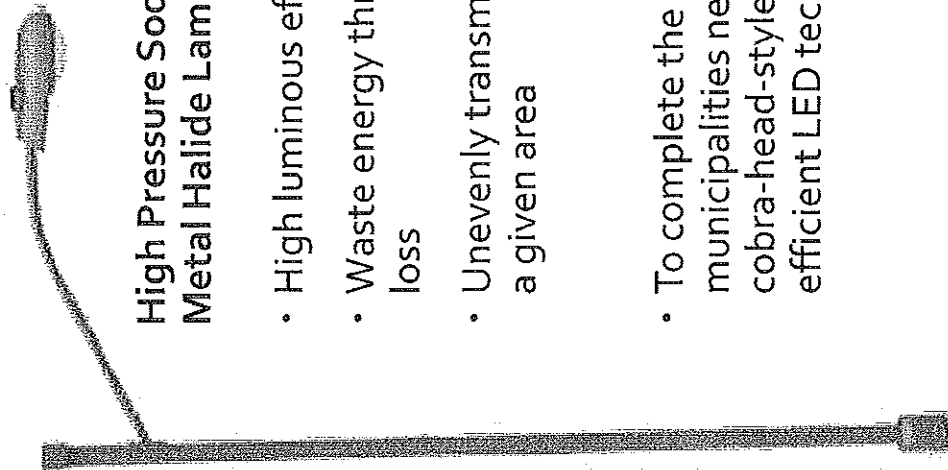
NYSERDA
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LED STREET LIGHTS

What are they?



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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

586



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Supported

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.

High Impact Action 3

LED STREET LIGHTS Project Implementation

587



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Supported

- 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.



NYSERDA
Supported

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.



NYSERDA
Supported

High Impact Action 4

CLEAN FLEETS

Eligibility & Requirements

590

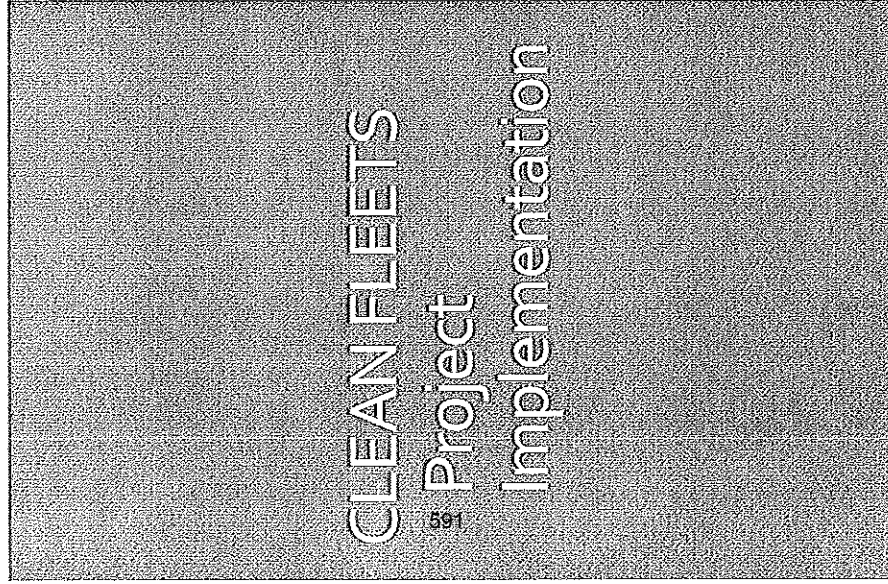


NYSERDA
Supported

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

High Impact Action 4



- 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.



NYSERDA
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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 than 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.



NYSERDA
Supported

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.



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SOLARIZE Eligibility & Requirements

594



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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.

High Impact Action 5

SOLARIZE Project Implementation

595

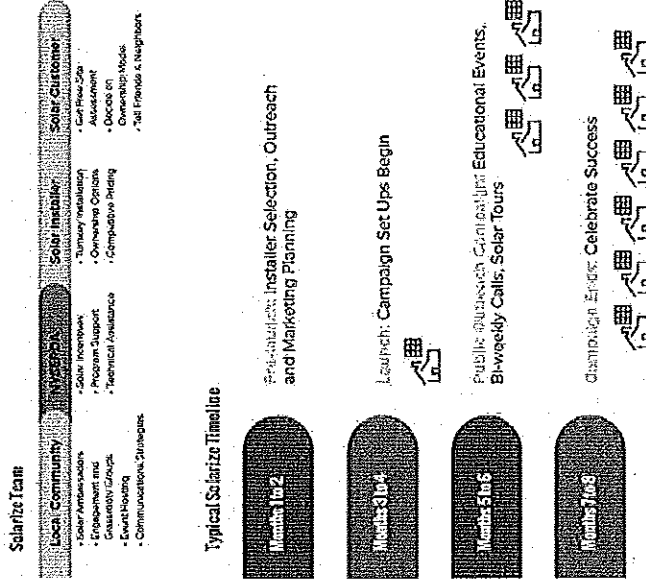


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- Team up with individuals, organizations, and nearby jurisdictions willing and able to conduct community-wide education and outreach around solar energy.

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.



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.



NYSERDA
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High Impact Action 6

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 through 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.



NYSERDA
Supported

UNIFIED SOLAR PERMIT Eligibility & Requirements



NYSERDA
Supported

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.

High Impact Action 6

UNIFIED SOLAR PERMIT Project Implementation



NYSERDA
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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.



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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.



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ENERGY CODE ENFORCEMENT TRAINING Eligibility & Requirements



NYSERDA
Supported

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.

High Impact Action 7

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.



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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 renewable 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.



NYSERDA
Supported

CLIMATE SMART COMMUNITIES CERTIFICATION Eligibility & Requirements



NYSERDA
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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.

High Impact Action 8

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.



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Supported

High Impact Action 8

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.



NYSERDA
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- 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.

High Impact Action 9

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.



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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



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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.



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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.



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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.



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High Impact Action 10

ENERGIZE NY FINANCE 614 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.



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High Impact Action 10

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		Tier 2 Awards	
	Number of Awards in each Economic Development Region and Amount		Number of Awards in each Economic Development Region and Amount	
	2	\$250,000	2	\$150,000
Large (40,000+)				
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



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- 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.

Funding

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.



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CLEAN ENERGY COMMUNITIES Program Education

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



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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 United 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 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
 - 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

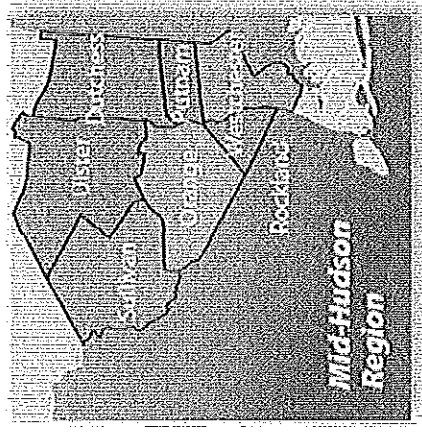


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PRESENTATION OVERVIEW

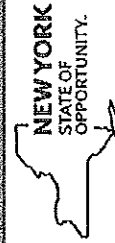
- Clean Energy Communities Program Overview
- 10 High Impact Actions
- Clean Energy Communities Funding
- Hudson Valley Regional Council Technical Support
- Program Education



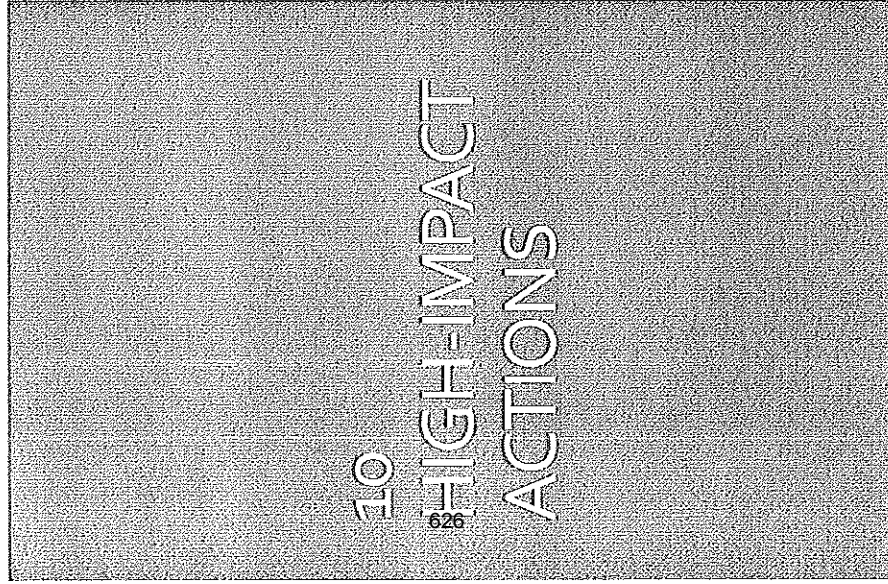
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CLEAN ENERGY COMMUNITIES Program Overview

- 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.



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- 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



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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.



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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.



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High Impact Action 1

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.

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.

- At a minimum, publicly disclosed energy use information shall include each building's EUI, annual GHG emissions, and an energy performance score where available.



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High Impact Action 1

CLEAN ENERGY UPGRADES Benefits

- Replacing outdated 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%.

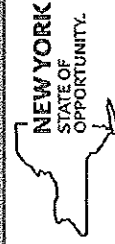


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High Impact Action 2

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.



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High Impact Action 2

CLEAN ENERGY UPGRADES Eligibility & Requirements



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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.

High Impact Action 2

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.



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High Impact Action 2

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%.



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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.



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High Impact Action 3

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.



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High Impact Action 3

LED STREET LIGHTS Project Implementation



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- 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.

High Impact Action 3

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.



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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.



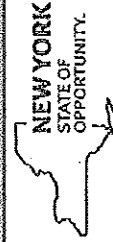
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High Impact Action 4

CLEAN FLEETS

Eligibility & Requirements

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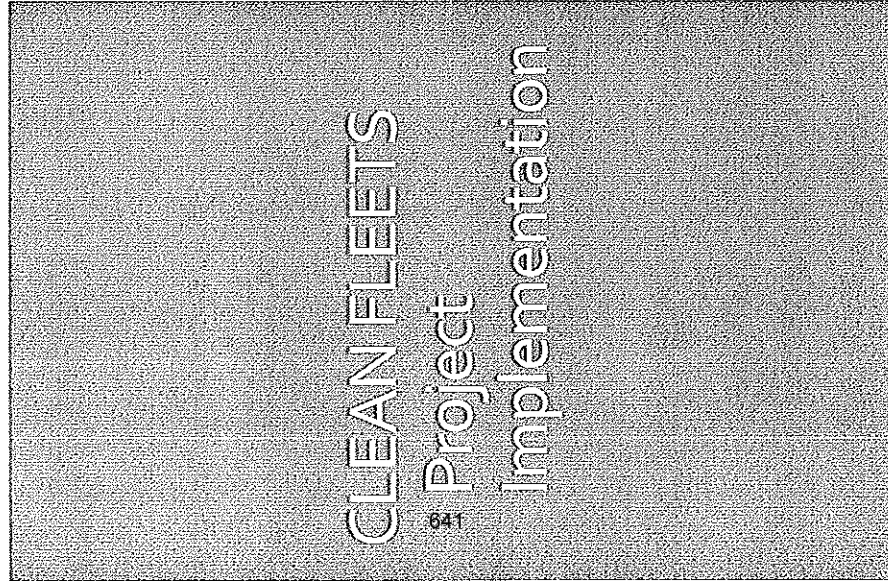


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All communities are eligible to pursue this high impact action. Demonstrate completion of this action by submitting either of the following documentation.

- 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.

High Impact Action 4



- 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 than 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.



NYSERDA
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SOLARIZE What is it?



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- 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.

High Impact Action 5

SOLARIZE Eligibility & Requirements

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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.

High Impact Action 5

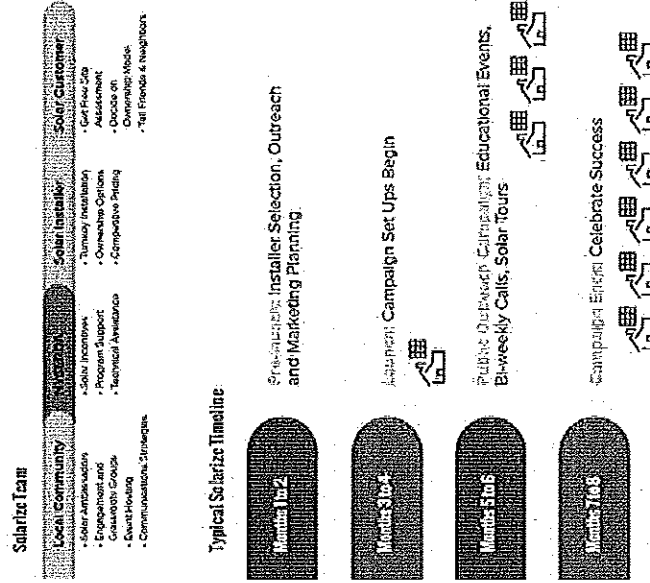
SOLARIZE Project Implementation



NYSERDA
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- 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.



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.



NYSERDA
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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 through 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.



NYSERDA
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High Impact Action 6

UNIFIED SOLAR PERMIT Eligibility & Requirements

648



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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.

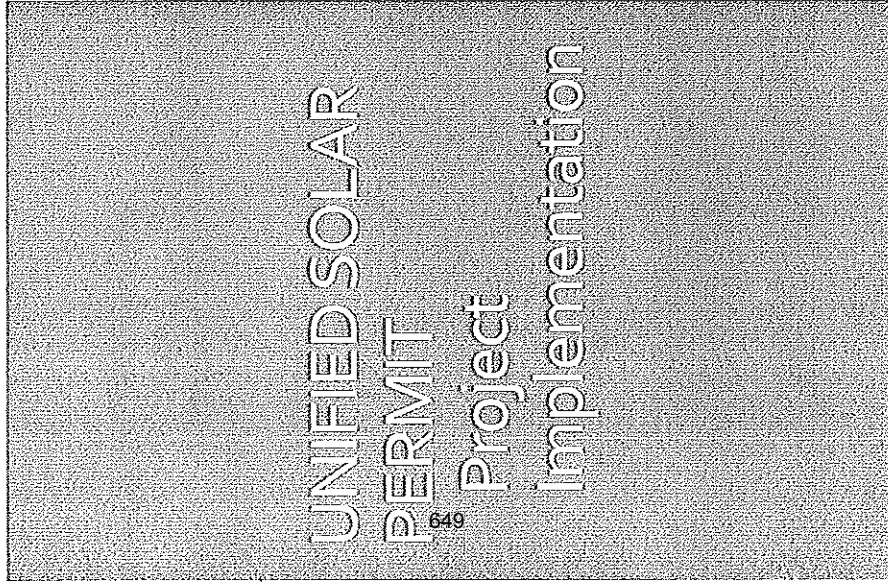
Requirements:

- 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.

High Impact Action 6



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.



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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.



NYSERDA
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High Impact Action 7

ENERGY CODE ENFORCEMENT TRAINING Eligibility & Requirements



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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@nyserdera.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.

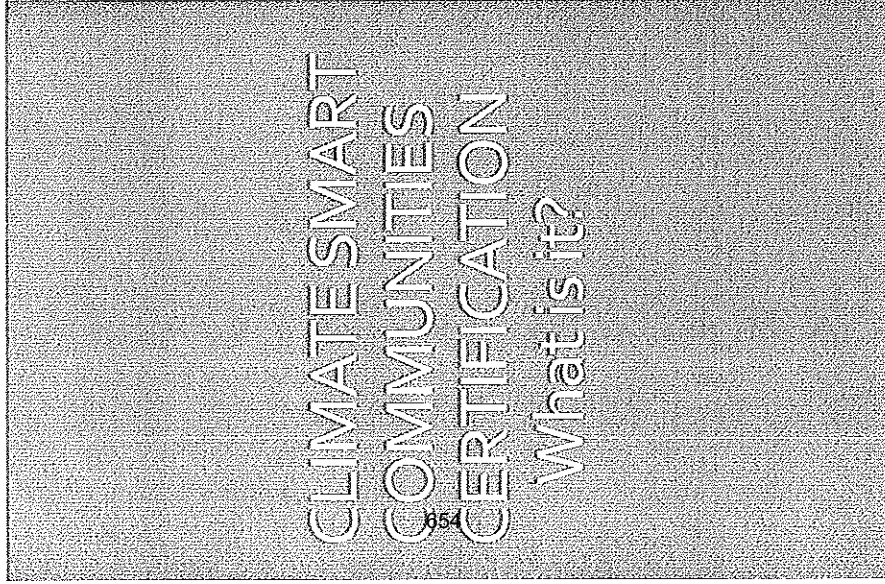
CLIMATE SMART COMMUNITIES CERTIFICATION

Benefits

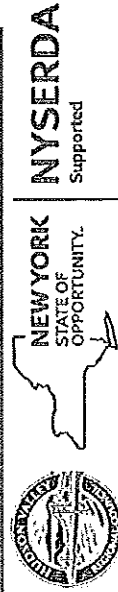
- Municipalities that pursue Climate Smart Communities Certification can expect to:
 - Develop a comprehensive climate action program.
 - Help communities become more resilient to extreme weather.
 - Improve operations and infrastructure.
 - Increase energy independence and security.
 - Help NYS reduce 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.



NYSERDA
Supported



- 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 renewable 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



NYSERDA
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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.

High Impact Action 8

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.



NYSERDA
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High Impact Action 8

COMMUNITY CHOICE AGGREGATION Benefits

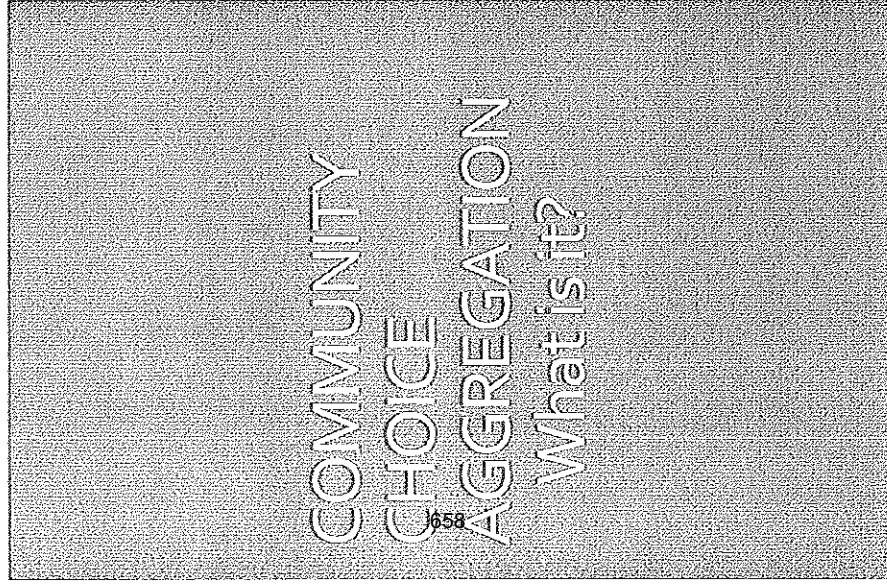
- CCA has the potential to simultaneously **deliver lower monthly bills and cleaner energy** for your constituents.
- Municipalities that pursue Community Choice Aggregation can expect to:
 - Exercise more local control over energy resources.
 - Improve customer choice and value.
 - Spur clean energy 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.



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- 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.

High Impact Action 9



NYSERDA
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COMMUNITY CHOICE AGGREGATION Eligibility & Requirements



NYSERDA
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- 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



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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.



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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.



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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.



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High Impact Action 10

ENERGIZE NY FINANCE 664 Eligibility & Requirements



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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.

High Impact Action 10

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

- 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.



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Funding

HUDSON VALLEY REGIONAL COUNCIL Technical Support

667

- 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.



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CLEAN ENERGY COMMUNITIES Program Education

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



NYSERDA
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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 Budget Taxi Co. Inc., and

WHEREAS, on February 6, 2017, All Budget 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.

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.

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2017

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 MANAGER TO 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)
)
COUNTY OF ORANGE) ss.:

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-forestation. 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.

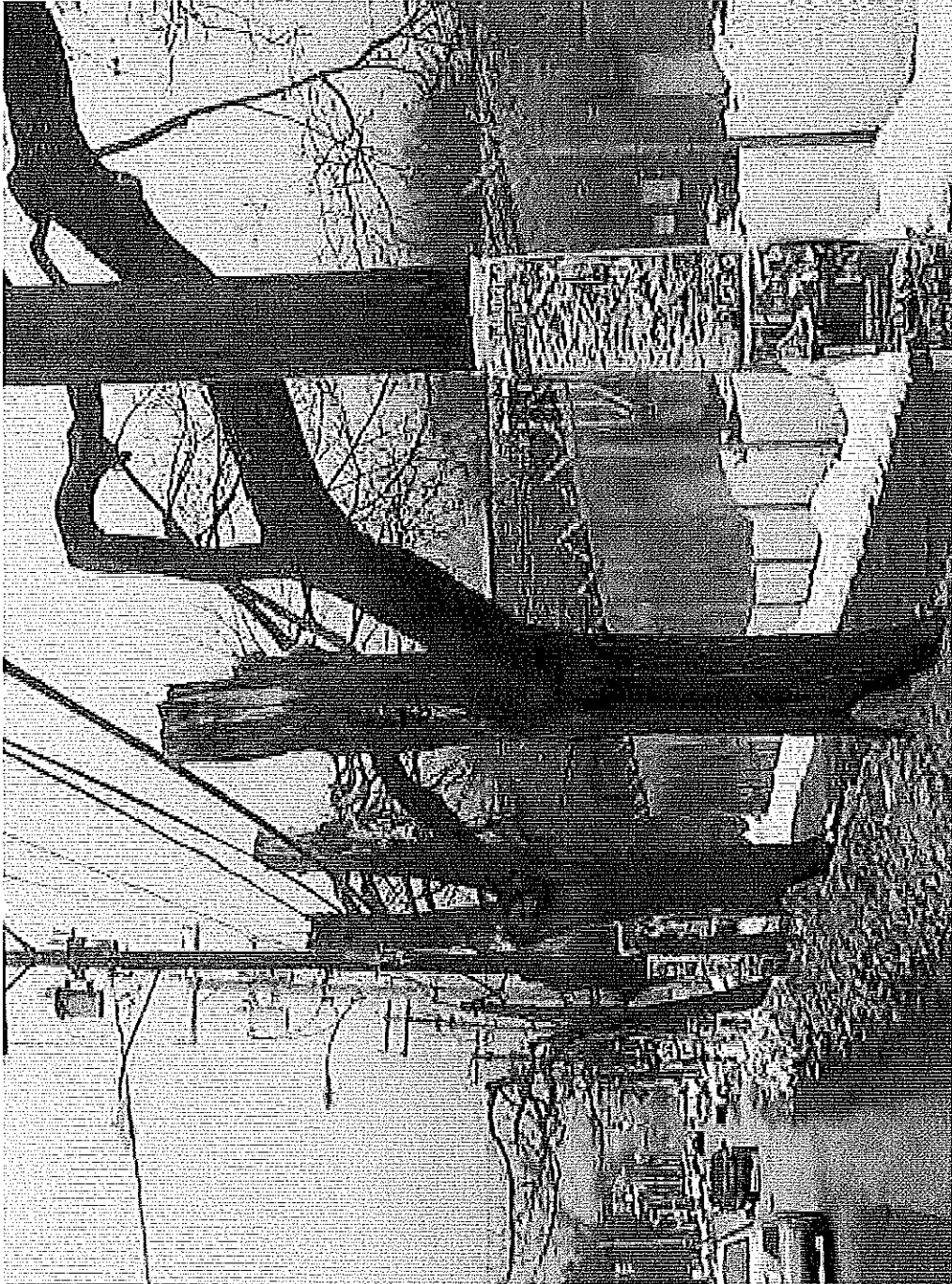
Project Implementation

- 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 AWARING 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: <u>NO</u>		
COMMENTS: <u>[Signature]</u>		



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: <u>Mark</u>	
DATE: <u>2/17/12</u>	
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: <u>[Signature]</u>	
DATE: <u>2/21/12</u>	



City of Newburgh

GRANT APPLICATION FORM

<i>Resolution prepared for 2/23 WS + 2/27 Council Meeting</i> 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.

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.

TABLED

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.

RESOLUTION NO.: 59 - 2017

OF

FEBRUARY 27, 2017

A RESOLUTION AMENDING RESOLUTION NO. 331-2016 OF DECEMBER 12, 2016
TO REVISE THE TERMS OF SALE FOR THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 51 COURTNEY AVENUE (SECTION 48, BLOCK 11, LOT 10)
AT PRIVATE SALE TO ANUSHA MEHAR

WHEREAS, by Resolution 331-2016 of December 12, 2016, the City Council of the City of Newburgh authorized the conveyance of property known as 51 Courtney Avenue being more accurately described as Section 48, Block 11, Lot 10 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has requested an amendment to the terms of sale to remove the owner-occupancy restriction; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to amend the terms of sale to remove the owner-occupancy restriction and extend the time to close until May 15, 2017;

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 15, 2017; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
51 Courtney Avenue	48 - 11 - 10	Anusha Mehar	\$21,000.00

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

Amended Terms and Conditions Sale 51 Courtney Avenue, City of Newburgh (48-11-10)

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. 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.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property

located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before May 15, 2017. *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.
11. 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 not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. 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.
13. 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.**
14. 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.
15. 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.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24

months subsequent to the 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.

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
<u>1 to 2 dwelling units</u>	<u>\$95.00 per unit</u>
<u>3 to 5 dwelling units</u>	<u>\$80.00 per unit</u>
<u>6 to 9 dwelling units</u>	<u>\$66.50 per unit</u>

Underlining denotes additions

~~Strikethrough~~ denotes deletions

<u>10 to 11 dwelling units</u>	<u>\$62.00 per unit</u>
<u>12 to 14 dwelling units</u>	<u>\$55.00 per unit</u>
<u>15 to 20 dwelling units</u>	<u>\$50.00 per unit</u>
<u>21 or more dwelling units</u>	<u>\$39.50 per unit</u>

Section 2. This ordinance shall take effect on _____, 2017.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

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.

~~Strikethrough~~ denotes deletions

Underlining denotes additions

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.

- 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~~The 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,~~

- ~~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

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.

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. 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"

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;

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.

This ordinance shall become effective upon adoption ~~publication as provided by law.~~

§ ~~240-17~~45 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.

Underlining denotes additions.
~~Strikethrough~~ denotes deletions.