

A Joint Work Session and Council Meeting of the City Council was held on Monday, December 18, 2023, at 6:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Executive Session

Prior to the commencement of the council meeting, the council entered into an executive session.

Councilmember Sklarz moved and Councilmember Grice seconded that the city council enter into Executive Session at 6:24 PM.

AYES-Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey-7

CARRIED

Councilmember Sklarz moved and Councilmember Sofokles seconded that the council exit out of Executive Session at 7:05 PM.

AYES- Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey-7

CARRIED

City Council Meeting

Moment of Silence/ Momento de Silencio

Pledge of Allegiance/ Juramento a la Alianza

Roll Call/ Lista de Asistencia

PRESENT- Mayor Torrance Harvey, presiding; Councilmember Grice; Councilmember Martinez, Councilmember Monteverde, Councilmember Shakur, Councilmember Sklarz, Councilmember Sofokles-7

Communications/Comunicaciones

Approval of the minutes from the City Council meeting of December 11, 2023/Aprovacion del Acta de la Reunion General del Consejo del 11 de diciembre de 2023

Councilmember Shakur moved and Councilmember Sofokles seconded that the minutes of December 11, 2023, be approved.

AYES- Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey-7

CARRIED

Certificate of Appreciation for Councilmember Grice

Mayor Harvey joined the council in presenting a special citation to Councilmember Grice, as tonight is his last council meeting. They recognized him for his achievements and his commitment to the community, and for all that he has done in public service. Harvey read the certificate and wished him well in all of his future endeavors. Grice was chosen in 2018 to fill Harvey's vacancy when he was appointed as Mayor. None of us knew we would have a global crisis shortly thereafter, in which 1 million Americans perished due to Covid-19. Storms come and go, but we have a choice. We can either cry or sing and dance in the rain. He thanked Grice's family for allowing him to give his time and dedication to public service. Harvey stated that words can't articulate how much everyone is going to miss him.

Councilmember Sklarz congratulated Grice on his decision. Nobody knows the amount of time involved in public service. It takes a countless time away from family, and it is challenging. Sklarz thanked him for his dedication. It has been a pleasure working with him.

Councilmember Sofokles commented. Grice has done so much throughout his time here. He stepped up and took time away from his family. Now he can enjoy time with his family and concentrate on his business. It takes a lot of effort to volunteer and be in the public eye, while still being able to work and raise a family.

Councilmember Martinez recalled how she came onto the council as a young person. She thanked Grice for taking her under his wing, and for being a mentor. She is forever going to be grateful, and she is going to miss him. She thanked him for all the work he has done on the council, and for always shouting out Lander Street. The area is very beautiful, and it is growing nicely. She encouraged everyone to support his business.

Councilmember Shakur thanked him for his service and for providing a pathway for youth to follow. As a council person, you will never be able to fix everything in the City of Newburgh. It takes hard work and commitment, and he understands it takes a toll on family too. The work is

not only done at these meetings. The work is done when you are answering phone calls, and when people stop you on the streets with their concerns. Shakur thanked him for doing the tough work in public service.

Councilmember Monteverde remarked. She is not going to say goodbye to Grice, because she will see him tomorrow. She looks forward to working with him on other projects in the community. She is going to miss him on the council.

Councilmember Grice recognized Orange County Legislator Genesis Ramos in the audience tonight. He stated that he is the type of person who will fuss at his council colleagues just as deeply as he does someone sitting on the other side of the table; but it is all done in love. We have gotten a lot done and this is truly an A-Team. There will always be arrows and misunderstandings; but serving on this city council is truly one of the most honorable things he has ever done in his life. When you make decisions on the local level, it makes an impact on everybody. National issues are important too; but people want their roads paved, their children to be safe and they want decent and affordable housing and jobs- the bread-and-butter things. He has never taken it lightly.

Orange County Legislator Genesis Ramos commented. She thanked Grice for his work on the city council. He is a Real One, who is out there fighting in the trenches with us and for us. Even though they serve in different capacities in the political arena, they have been there for each other. She thanked him for being him, and for always keeping the interest of working people front row and center. All of the impact will be felt beyond his term; but she will see him around town.

City Manager Todd Venning congratulated Grice on his retirement. It has been an honor to work with him. It is a very difficult job to do, both at the elected and staff levels. Venning knows there are people here that would like to trade places with Grice.

CITY MANAGER'S REPORT

Resolution No. 264-2023-Housing Emergency Pursuant to ETPA of 2019

Mayor Harvey stated that they have officially declared a housing emergency in the City of Newburgh pursuant to the ETPA of 2019.

Michelle Kelson explained the timeline for what needs to happen next. Beginning tomorrow, the city council will have 30 days to make a recommendation to the New York State Department of Community and Housing Renewal for members to fill a rent guidelines board. A press release will be issued tomorrow, and we will have applications available for anyone who is interested serving on the rent guidelines board. The State appoints the members to the board and certain criteria must be met. The board will consist of nine individuals, representing a mix of tenants, building owners and public members who meet the requirements. All applicants must be residents of the City of Newburgh. We will post the requirements on the city's website, and she encouraged anyone who may be interested to inquire at City Hall tomorrow. January 2nd is the city's deadline to receive applications, and the recommendations will be made to the state shortly thereafter.

Mayor Harvey reiterated that applications are going to go out immediately. The deadline will come very quickly as we enter the new year. They want to be able to vet the applications by the next work session, so the council can make those recommendations to New York State. He clarified that the State chooses the final members to the rent guidelines board. The City of Newburgh does not choose the members; we only make the recommendations. He congratulated the people of the City of Newburgh. Your voices have been heard, and the vote has been counted.

Councilmember Grice moved and Councilmember Shakur seconded the resolution.

AYES- Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Mayor Harvey-7

ADOPTED

Resolution No. 265-2023-Community Choice Aggregation Program

Councilmember Grice moved and Councilmember Shakur seconded the resolution.

AYES- Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Mayor Harvey-7

ADOPTED

Resolution No. 266-2023- Payment of Claim with Alberto Hernandez

Councilmember Shakur moved and Councilmember Martinez seconded the resolution.

AYES- Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Mayor Harvey- 7

ADOPTED

The City Manager closed his report.

RESOLUTION NO.: 264 - 2023

OF

DECEMBER 18, 2023

**A RESOLUTION DECLARING A PUBLIC EMERGENCY REQUIRING THE
REGULATION OF CERTAIN RESIDENTIAL RENTS IN THE CITY OF NEWBURGH**

WHEREAS, the City Council of the City of Newburgh has considered and reviewed a Housing Needs Assessment prepared for the City of Newburgh, dated June 4, 2021; a Housing Policy Framework prepared for the City of Newburgh, dated June 4, 2021; and a Vacancy Study prepared by the City of Newburgh Department of Planning and Development dated November 6, 2023; and

WHEREAS, the City Council of the City of Newburgh duly convened and completed a public hearing at its regular meeting on December 11, 2023 concerning the existence of a public emergency requiring the regulation of certain residential rents in the City of Newburgh in accordance with New York State Unconsolidated Laws §8623(c); and

WHEREAS, after due deliberation of documents reviewed and public comments received, the City Council of the City of Newburgh hereby finds that significant and substantial problems exist regarding the housing of a considerable number of persons within the City of Newburgh; that said problems necessitate the intervention of state and local government; that unless residential rents are regulated and controlled, current market conditions will continue produce serious threats to the public health, safety and general welfare by making housing units unaffordable and unattainable; that to prevent such perils to health, safety and welfare, preventive action by this Council is imperative; and that such action is necessary in order to calm or outright eliminate threats to the public health, safety and general welfare posed by an unregulated housing market;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Newburgh based upon documents reviewed and public comments received, declaring that a public emergency exists for the entire class of housing accommodations subject to regulation in New York State Unconsolidated Laws §8625; and

BE IT FURTHER RESOLVED, that the emergency shall remain in effect for three (3) years from the date of this declaration.

264-23

Rental Vacancy Study

Newburgh, New York

November 6, 2023



Prepared by the City of Newburgh Department of Planning and Development

1. Introduction

The City of Newburgh City Council directed the undertaking of a rental vacancy study (“Study”) in part to determine a rental vacancy rate for the City’s housing accommodations potentially subject to regulation pursuant to the Emergency Tenant Protection Act of 1974 (“ETPA”). The Study was also intended as a tool to assist the City Council in making an informed decision as to whether it may declare a housing emergency pursuant to the ETPA. The City Council may declare a housing emergency if it finds a vacancy rate of less than five (5) percent of all eligible classes of rental housing accommodations as defined in the ETPA¹.

Data collection for the Study commenced in late May of 2023 and was completed in August 2023. The City of Newburgh Department of Planning and Development conducted the Study, with extensive support from the Code Compliance Bureau, the Water Division, and the Tax Assessor’s Office.

2. Methodology

New York State, by and through the New York State Department of Homes and Community Renewal (“HCR”), has neither adopted nor required a specific methodology for municipalities to use when conducting a rental vacancy study. As such, the City modeled a methodology based on established practices used in ETPA surveys conducted by other municipalities in New York State. Specifically, the City of Newburgh referenced recent rental vacancy studies conducted by the City of Kingston (2020 and 2022), the City of Rochester (2021), and the Village of Ossining (2018). Prior to commencing the Study, City staff reviewed each of these methodologies, sought guidance from professionals involved in the rental vacancy studies from those municipalities, and reviewed and monitored relevant case law.

The Study considered housing accommodations that could be subject to ETPA regulations (“Eligible Property”). Thus, the Study only considered housing accommodations with six (6) units or more legally established residential units built prior to January 1, 1974. The following types of properties were also exempted from ETPA regulations and were excluded from the Study:

- Housing accommodations containing five (5) or fewer dwelling units;
- Housing accommodations completed on, or after, January 1, 1974;
- Housing accommodations built as commercial prior to 1974 and converted to residential after 1974;
- Housing accommodations in buildings completed or building substantially rehabilitated² as residential units on or after January 1, 1974;
- Motor courts;

¹ Emergency Tenant Protection Act, Unconsolidated Laws §8625.

² The City considers “substantially rehabilitated” as a Level III alteration, pursuant to the New York State Uniform Fire Prevention and Building Code.

- Tourist homes;
- Rent controlled apartments, including buildings owned by the Newburgh Housing Authority, or buildings that are subject to rent regulation through the New York State affordable housing program or similar Federal programs³ (the list of properties is annexed as Appendix A);
- Not-for-profit units, including buildings owned by hospitals, colleges, or not-for-profit entities operating for charitable or educational purposes (the list of properties is annexed as Appendix B).

The methodology used the U.S. Census Bureau's definition of Rental Vacancy Rate, defined as "the proportion of rental inventory which is vacant for rent".⁴ For purposes of the Study, rental inventory was calculated as the total number of legal units according to Certificates of Occupancy for Eligible Property⁵. Units "vacant for rent" were calculated as the total number of legal units according to Certificates of Occupancy for Eligible Property, less: (a) confirmed occupied units; (b) vacant units due to construction, repairs, or being used for storage or for some other non-residential use; and (c) vacant units not made available for rent by the property owner.⁶

Staff assembled a property list used for the Study in May 2023. Staff primarily relied on data and information from the City Tax Assessor's Office and Code Compliance Bureau. The list of ETPA-eligible properties included 68 parcels of real property and a total of 738 dwelling units.

The list included the owner's mailing address of record. Staff used the mailing address of record for the Study's two (2) survey mailings.

Staff mailed the first survey mailing to property owners by regular mail on May 19, 2023. The mailing included a cover letter on City of Newburgh Department of Planning and Development letterhead, the survey, and an owner proxy statement. Sample copies of the cover letter, survey, and proxy statement are available in Appendix C.

The cover letter explained the survey and included a link to an HCR factsheet regarding ETPA. The letter also included a statement in bold text that "If the City is unable to obtain any credible occupancy data, the City will assume that no vacancies exist in your building for purposes of the survey." The survey contained twelve (12) questions to be completed by the property owner or authorized property manager. The letter requested a response to the survey by Monday, June 19, 2023. The letter also

³ For example, project-based vouchers recognized by the United States Department of Housing and Urban Development. The City did not exempt units that accept Housing Choice Vouchers or other subsidies given directly to individuals.

⁴ <https://www.census.gov/housing/hvs/definitions.pdf>

⁵ The City relied upon Certificates of Occupancy of record to determine legally established residential units. In some instances, use and occupancy pre-dated local requirements for a Certificate of Occupancy. In those instances, the City relied on data and information from the City Tax Assessor's Office, Code Compliance Bureau, property owner survey data, and field observations in determining legally established residential units.

⁶ Some property owners represented a total number of available units that was less than what the Certificate of Occupancy allowed. In these instances, the methodology considered this unit differential as "units not available for rent by owner." Some property owners appeared to count a "unit under repair" also as a "unit not available for rent by owner." In these instances, and where information from the Code Compliance Bureau supported, the methodology considered this data only once and listed the unit as "under repair."

requested that all survey responses be notarized and either e-mailed, mailed, or delivered in-person to the City's Planning and Development Department.

Staff sent a second mailing by certified mail on June 22, 2023. This mailing was directed to all property owners who failed to respond to the first survey mailing. Sample copies of the cover letter, survey, and proxy statement cover letters and surveys used for the May mailing are available in **Appendix D**. The survey questions remained the same. The June survey letter requested a response by July 18, 2023. Staff confirmed receipt of mailings by using the USPS certified mailing tracking system.

One (1) month following the certified mailing, and due to poor response rate in the mail surveys, Staff began accepting survey responses by telephone. Staff obtained viable telephone numbers, called property owners or authorized property managers, and asked each of the twelve (12) survey questions over the phone. Staff received a much higher response rate using this method of contact and communication.

Staff documented the telephonic answers for each property address. Following each phone survey response, Staff followed up with an e-mail to the property owner or authorized property manager that confirmed the telephone survey response. The e-mail requested the property owner or authorized property manager to reply to the e-mail and confirm the response was an accurate representation of the phone survey responses. An example of the e-mail correspondence with redacted property owner information is available in **Appendix E**.

Several property owners were completely unresponsive to the City's survey, both in writing and over the telephone. In addition to the two (2) mailings, Staff called each property owner or manager a minimum of three (3) times. For properties where contact information could not be obtained from City records, City staff conducted site visits to ascertain property owner or manager contact information from residents living in the subject properties and relied on information obtained during those site visits.

Supplementing the mailings and telephonic contact attempts, City staff used several layers of data in order to corroborate survey responses. For example, the Water Division provided water usage data for Eligible Property. The Code Compliance Bureau provided Certificates of Occupancy stating the authorized number of units for a building. The Code Compliance Bureau also provided building permit data for responses indicating that a unit was under repair. City staff conducted site visits in an attempt to resolve any discrepancies between a survey response, water usage data, authorized number of units, and building permit data. Site visits included observations of working electric meters, gas meters, and other evidence of occupancy (e.g. live plants in windows, operating air conditioning units in windows, residents entering or exiting the building, and attempting contact with building residents).

The data collection phase of the Study closed on August 25, 2023, at 4:00 p.m. The chart summarizing the data collected is available in **Appendix F**.

3. Survey Findings

The 68 properties included in the Study represent 738 dwelling units. Based on data collection and application of the study methodology, 622 were occupied, 24 were not available for rent by owner, and 63 were under repair, leaving 29 units as vacant.

Using the methodology established by the U.S. Census Bureau, Staff determined the net vacancy rate for this class of rental properties in the City of Newburgh to be 3.930%.

Table 1. Net Vacancy Rate Calculation

Properties Included in Survey	68
Units Included in Survey	738
Occupied Units	622
Units not available for rent by owner	24
Vacant units due to construction, repairs, or being used for storage or for some other non-residential use	63
Vacant Units Available for Rent (VUAR)	29
Net Vacancy Rate (VUAR / Units Included in Survey)	3.930%
Units Excluding Non-Responses	661
Net Vacancy Rate (VUAR / Units Excluding Non-Responses)	4.387%

4. Conclusion

The City's survey found the vacancy rate for the Eligible Property is 3.930%. Even excluding Eligible Property counts for non-responsive property owners, the net vacancy rate would be 4.387%. Both rates would be sufficient to declare a housing emergency for Eligible Property under the ETPA.

APPENDIX A

**Appendix A: Rent controlled apartments, or buildings subject to rent regulation through the
New York State affordable housing program or similar Federal programs**

Address	Name	Notes
90 Grand Street	Hudson Pointe	Use change and renovations from a hotel to senior housing in 1990
173 Lander Street	Land Street Houses	Low income housing tax credits
154 Lander Street	Lander Street Houses II	Low income housing tax credits
128 Lander Street	Lander Street Houses III	Low income housing tax credits
9 Catherine Street	Works IV	Low income housing tax credits
48 Johnston Street	Works III	Low income housing tax credits
104 Dubois Street	Dubois Street Apartments	Low income housing tax credits
19 S. Miller Street	East End Apartments	Low income housing tax credits
206 Broadway	City Terrace Apartments	Low income housing tax credits
150 Smith Street	Bourne Apartments	Low income housing tax credits
55 Walsh Road	Kenney Apartments	Low income housing tax credits
57 Lake Street	Lake Street Apartments	Low income housing tax credits
11 Washington Terrace	Independence Square	Low income housing tax credits
35 Cerone Place	Cerone Place Apartments	Low income housing tax credits
36 Cerone Place	Burton Towers	Low Income, Elderly, and Special Needs Housing
69 South Street	Varick Homes	Low Income, Elderly, and Special Needs Housing
497 Liberty Street	Liberty Square	Low income housing tax credits
223 West Street	High Pointe	Low income housing tax credits
21 Brady Avenue	Community Residence Brady Avenue	Low Income, Elderly, and Special Needs Housing
40 Walsh Road	Mullins Apartments	Newburgh Public Housing (Newburgh Housing Authority)
162 Johnston Street	Fogarty Apartments	Newburgh Public Housing (Newburgh Housing Authority)

APPENDIX B

Appendix B: Not-for-profit units, including buildings owned by hospitals, colleges,
or not-for-profit entities operating for charitable or educational purposes

Address	Name	Notes
107 Broadway	Safe Harbors of the Hudson	Not-for-profit
279 Liberty St	Boys and Girls Club	Not-for-profit
135 Washington St	Emergency Housing Group	Not-for-profit
9 Hasbrouck St	Regional Economic Community	Not-for-profit
40 Walsh Rd	Newburgh Housing Authority	Not-for-profit
162 Johnston St	Newburgh Housing Authority	Not-for-profit

APPENDIX C



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

May 19, 2023

Dear Property Owner,

As the owner of a building built prior to 1974 with six (6) or more residential units, the City of Newburgh is requesting your assistance in completing a survey questionnaire regarding vacancy rates for larger rental properties in the City. The results of the survey will assist the City in quantifying current rental market conditions to determine whether the City can opt into the New York State Emergency Tenant Protection Act (ETPA). General information on ETPA can be found here: <https://hcr.ny.gov/system/files/documents/2022/09/fact-sheet-08-09-2022.pdf>

Please complete the enclosed survey questionnaire in a thorough and accurate manner. In addition, the survey must be notarized prior to returning it to the Planning and Development office. Please answer or return the survey no later than **Monday, June 19, 2023**.

Please note that the City of Newburgh may attempt to obtain information and/or verify your answers by other methods, including but not limited to review of public documents of record and requests for site visit. If the City is unable to obtain any credible occupancy data, the City will assume that no vacancies exist in your building for purposes of the survey.

If you need clarification regarding the survey questions or have general questions about the survey, feel free to contact the undersigned at (845) 569-7381 or via email at jmidler@cityofnewburgh-ny.gov.

Sincerely,

Jonathan Midler
City Planner
Planning and Development Department
City of Newburgh
123 Grand Street
Newburgh, NY 12550



THE CITY OF
NEWBURGH
NEW YORK



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

City of Newburgh Rental Vacancy Survey

1. Please provide the address that was listed in your letter from the City of Newburgh.

2. Are you the current owner of this property? _____ Yes _____ No
3. If answered "no" to question two (2), are you the designated property manager of this property?
_____ Yes _____ No
4. How many rental units are on the subject property? _____
5. How many units are subject to any State or Federal housing subsidies? _____
6. As of today's date, how many units are occupied? _____
7. As of today's date, how many units are not occupied? _____
8. Are any of the unoccupied units you listed above currently off the market or unavailable to rent? _____ Yes _____ No
9. If you answered "yes" to question eight (8), how many units are off the market and why? (e.g. undergoing renovation, uninhabitable, a tenant is moving in at a later date, etc.)

10. If answered "yes" to question eight (8), have any units been substantially renovated since on or after January 1, 1974?



CITY OF NEWBURGH

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www.cityofnewburgh-ny.gov

11. Please provide a phone number and/or email address where we can reach you to verify the information you have provided:

12. Is there anything else we should know that may inform the study?

Return this survey to:

City of Newburgh Planning & Development Department

Attention: Jonathan Midler

123 Grand Street

Newburgh, NY 12550

OR via e-mail to:

jmidler@cityofnewburgh-ny.gov



CITY OF NEWBURGH

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To Be Completed by Property Owner or Property Manager

On this the ____ day of _____, 2023, before me, _____ (name of notary), the undersigned officer, personally appeared _____ (name of affiant), known to me (or satisfactorily proven) to be the person(s) whose name(s) (is or are) subscribed to the within instrument and acknowledged that (he, she or they), first being duly sworn, deposes and swears that:

☐ I answered the rental vacancy survey truthfully and to the best of my knowledge.

☐ I am the owner of the property located at:

Street Address: _____
City: Newburgh State: NY Zip: 12550

☐ I am authorized to act on behalf of the owner of the property located at:

Street Address: _____
City: Newburgh State: NY Zip: 12550

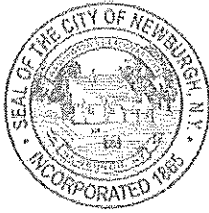
Signature of Affiant

Printed Name of Affiant

Subscribed and sworn to before me this ____ day of _____, 2023.

Notary Public

APPENDIX D



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

June 22, 2023

Dear Property Owner,

This certified letter serves as a follow up request to complete the Rental Vacancy Study Survey (enclosed). A response was not received to the City's initial letter, which was mailed to this address on May 19, 2023. If the City is unable to obtain a response, follow up calls and site visits may occur. **If the City is unable to obtain any credible occupancy data, the City will assume that no vacancies exist in your building for purposes of the Study.**

Please complete the enclosed survey questionnaire in a thorough and accurate manner. The survey must be notarized prior to returning by mail or email it to the Planning and Development office. Please answer or return the survey no later than **Friday, July 28, 2023**, to:

City of Newburgh Planning & Development Department

Attention: Jonathan Midler

123 Grand Street

Newburgh, NY 12550

OR via e-mail to:

jmidler@cityofnewburgh-ny.gov

General background on the Study is available on the City's website: <https://www.cityofnewburgh-ny.gov/628/Vacancy-Rental-Study>. If you need clarification regarding the survey questions or have general questions about the survey, feel free to contact the undersigned at (845) 569-7381.

Sincerely,

Jonathan Midler
City Planner
Planning and Development Department
City of Newburgh
123 Grand Street
Newburgh, NY 12550



THE CITY OF

NEWBURGH

NEW YORK



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

City of Newburgh Rental Vacancy Survey

1. Please provide the address that was listed in your letter from the City of Newburgh.

2. Are you the current owner of this property? _____ Yes _____ No
3. If answered "no" to question two (2), are you the designated property manager of this property?
_____ Yes _____ No
4. How many rental units are on the subject property? _____
5. How many units are subject to any State or Federal housing subsidies? _____
6. As of today's date, how many units are occupied? _____
7. As of today's date, how many units are not occupied? _____
8. Are any of the unoccupied units you listed above currently off the market or unavailable to rent? _____ Yes _____ No
9. If you answered "yes" to question eight (8), how many units are off the market and why? (e.g. undergoing renovation, uninhabitable, a tenant is moving in at a later date, etc.)

10. If answered "yes" to question eight (8), have any units been substantially renovated since on or after January 1, 1974?



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

11. Please provide a phone number and/or email address where we can reach you to verify the information you have provided:

12. Is there anything else we should know that may inform the study?

Return this survey to:

City of Newburgh Planning & Development Department

Attention: Jonathan Midler

123 Grand Street

Newburgh, NY 12550

OR via e-mail to:

jmidler@cityofnewburgh-ny.gov



CITY OF NEWBURGH

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123 Grand Street, Newburgh, New York 12550

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www.cityofnewburgh-ny.gov

To Be Completed by Property Owner or Property Manager

On this the ____ day of _____, 2023, before me, _____ (name of notary), the undersigned officer, personally appeared _____ (name of affiant), known to me (or satisfactorily proven) to be the person(s) whose name(s) (is or are) subscribed to the within instrument and acknowledged that (he, she or they), first being duly sworn, deposes and swears that:

☐ I answered the rental vacancy survey truthfully and to the best of my knowledge.

☐ I am the owner of the property located at:

Street Address: _____
City: Newburgh State: NY Zip: 12550

☐ I am authorized to act on behalf of the owner of the property located at:

Street Address: _____
City: Newburgh State: NY Zip: 12550

Signature of Affiant

Printed Name of Affiant

Subscribed and sworn to before me this ____ day of _____, 2023.

Notary Public

APPENDIX E

From: [REDACTED]
To: Midler, Jonathan
Subject: [REDACTED]
Date: Thursday, July 20, 2023 4:02:09 PM
Attachments: image001.png

Jonathan,

All confirmed, and no further questions.

Good luck with the rest of the survey!

On Thu, Jul 20, 2023 at 3:39 PM Midler, Jonathan <JMidler@cityofnewburgh-ny.gov> wrote:

Hi [REDACTED]

This is a follow up email to our phone conversation on 7/20/2023 at around 2:45 pm. Below are the survey questions. I have filled them out based on our phone conversation in red. Please confirm that these answers are accurate by responding to this email. I have left question twelve (12) blank – feel free to provide any further information that may better inform this study (I will include your answer in the Study results).

Thank you and I appreciate your time in speaking with me.

1. Please provide the address that was listed in your letter from the City of Newburgh. [REDACTED]
2. Are you the current owner of this property? Owner is [REDACTED]. Sole partners are [REDACTED] and [REDACTED].
3. If answered “no” to question two (2), are you the designated property manager of this property? N/A
4. How many rental units are on the subject property? Six (6) units
5. How many units are subject to any State or Federal housing subsidies? Zero (0) units
6. As of today’s date, how many units are occupied? Six (6) units
7. As of today’s date, how many units are not occupied? Zero (0) units
8. Are any of the unoccupied units you listed above currently off the market or unavailable to rent? N/A; No vacancies
9. If you answered “yes” to question eight (8), how many units are off the market and why? (e.g. undergoing renovation, uninhabitable, a tenant is moving in at a later date, etc.)? N/A; No vacancies
10. If answered “yes” to question eight (8), have any units been substantially renovated since on or after January 1, 1974? N/A; No vacancies
11. Please provide a phone number and/or email address where we can reach you to verify the information you have provided: [REDACTED] [REDACTED]

12. Is there anything else we should know that may inform the study?

All the best,

Jonathan Midler

Planner

Planning and Development Department

City of Newburgh

123 Grand Street

Newburgh, NY 12550

o: 845.569.7381

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APPENDIX F

Appendix F: Data Collection												
	Parcel ID	Building Address	Survey Form Completed Over Mail?	Survey Completed Over the Phone?	Total Authorized Units (C of O)	Total Units (Tax Assessor Record)	Total Units (Survey Response)	Total Units Included in Study	Occupied Units	Total Units Not Available for Rent by Owner	Total Units Under Repair	Vacant Units Available for Rent
1	31-1-9	69 Grand Street	No	Yes	6	6	6	6	6	0	0	0
2	35-2-25	6-12 William & 192 Ann Street	Yes	No	No C of O on file	9	15	15	4	0	11	0
3	12-1-24	348 Liberty Street	Yes	No	7	7	7	7	5	2	0	0
4	38-4-38	90 William Street	No	Yes	6	6	6	6	6	0	0	0
5	10-2-2.1	55 Broad Street	No	No	7	7	No response	7	7	0	0	0
6	24-12-3	97 Grand Street	No	Yes	13	13	13	13	11	0	0	2
7	18-7-6	147 Grand Street	No	Yes	8	8	8	8	7	1	0	0
8	48-10-12	45 1/2 Henry Avenue	Yes	No	6	6	6	6	6	0	0	0
9	18-6-6	203 Grand Street	Yes	No	6	6	6	6	6	0	0	0
10	27-2-39	494 Broadway & 10-12 West Street	Yes	No	No C of O on file	10	8	10	8	2	0	0
11	36-5-7	151 Ann Street	No	Yes	6	6	7	6	4	0	0	2
12	35-3-9.1	221-223 Ann Street	No	Yes	6	6	6	6	6	0	0	0
13	18-10-1.2	120 Johnston Street	Yes	No	8	8	8	8	6	0	0	2
14	22-1-14	257 Third Street	Yes	No	6	6	6	6	6	0	0	0
15	22-3-12	83 Dubois Street	No	Yes	8	8	8	8	8	0	0	0
16	29-9-1	59 Van Ness Street	No	Yes	6	6	6	6	6	0	0	0
17	10-1-14	281 Grand Street	Yes	No	8	8	8	8	5	0	0	3
18	36-5-6	155-159 Ann Street	Yes	No	6	6	3	6	3	3	0	0
19	12-2-18.1	238 Grand Street	Yes	No	6	6	6	6	6	0	0	0
20	12-1-5	261 Grand Street	No	No	7	7	7	7	5	0	0	2
21	22-2-3	237-239 Third Street	Yes	No	6	6	6	6	5	0	0	1
22	10-2-28	298 Grand Street	Yes	No	No C of O on file	6	6	6	6	0	0	0
23	30-1-27	172 Broadway	Yes	No	No C of O on file	6	6	6	0	0	6	0
24	33-3-7	109 Washington Terrace	Yes	No	6	6	6	6	6	0	0	0

	Parcel ID	Building Address	Survey Form Completed Over Mail?	Survey Completed Over the Phone?	Total Authorized Units (C of O)	Total Units (Tax Assessor Record)	Total Units (Survey Response)	Total Units Included in Study	Occupied Units	Total Units Not Available for Rent by Owner	Total Units Under Repair	Vacant Units Available for Rent
25	39-3-14	97 Liberty Street	No	Yes	97 Liberty Street: 6 101 Washington: 3	9	6	9	6	3	0	0
26	39-2-22	81-83 William Street	No	Yes	6	6	6	6	2	2	2	0
27	35-2-24.2	193 Broadway	Yes	No	No C of O on file	6	7	7	1	0	6	0
28	24-6-6	19 Front Street	No	Yes	8	8	8	8	8	0	0	0
29	37-2-1	77-79 Broadway	Yes	No	11	17	17	11	11	0	0	0
30	18-1-30	138-140 DuBois Street	Yes	No	10	10	7	10	5	3	0	2
31	18-6-19	153 Grand Street	Yes	No	7	7	7	7	6	0	0	1
32	23-4-2	123 Third Street	No	Yes	8	8	8	8	6	0	0	2
33	36-1-9	10 Clark Street	Yes	No	6	6	6	6	5	0	1	0
34	36-5-10	156 Washington Street	Yes	No	6	6	6	6	6	0	0	0
35	38-1-16.1	194-196 W. Parmenter Street	No	No	196 W Parmenter: 3 units 194 W. Parmenter No C of O on file.	6	No response	6	6	0	0	0
36	45-5-3	25 Benard Avenue	Yes	No	6	6	6	6	5	0	0	1
37	3-7-18	433 Powell Avenue	Yes	No	6	6	6	6	5	0	0	1
38	45-8-15	89 S. Lander Street	No	No	6	6	No response	6	6	0	0	0
39	48-2-24	68 Courtney Avenue	No	No	6	6	6	6	5	0	0	1
40	23-5-7	193 Liberty Street	No	Yes	7	7	7	7	7	0	0	0
41	10-1-16	277 Grand Street	No	Yes	No C of O on file	6	6	6	4	2	0	0
42	10-2-1	324 Grand Street	Yes	No	7	7	7	7	6	0	0	1
43	18-2-26	128 N. Miller Street	No	No	6	6	No response	6	6	0	0	0
44	22-3-4	99 DuBois Street	Yes	No	6	7	7	6	6	0	0	0
45	29-2-7	53 Carpenter Avenue	No	No	6	6	6	6	6	0	0	0
46	11-5-1	200 Chambers Street	Yes	No	6	6	7	6	0	0	6	0

	Parcel ID	Building Address	Survey Form Completed Over Mail?	Survey Completed Over the Phone?	Total Authorized Units (C of O)	Total Units (Tax Assessor Record)	Total Units (Survey Response)	Total Units Included in Study	Occupied Units	Total Units Not Available for Rent by Owner	Total Units Under Repair	Vacant Units Available for Rent
47	29-5-24	23 Dubois Street	Yes	No	6	6	6	6	6	0	0	0
48	45-10-4	185 Renwick Street	No	Yes	6	6	6	6	6	0	0	0
49	38-2-3	263-265 Washington Street	No	No	7	No response	No response	7	7	0	0	0
50	37-1-2	87 Broadway	No	Yes	6	6	6	6	6	0	0	0
51	30-5-37	36 Chambers Street	Yes	No	10	10	10	10	10	0	0	0
52	38-2-1	271 Washington Street	No	Yes	6	6	6	6	6	0	0	0
53	39-3-16	93 Liberty Street	No	Yes	6	6	6	6	6	0	0	0
54	48-2-1	102 S. Lander & 65 Overlook Place	Yes	No	6	6	6	6	6	0	0	0
55	16-10-5	2 Farrell Street	No	No	8	8	8	8	6	0	0	2
56	16-9-5	21 Farrell Street	No	No	8	8	8	8	6	0	0	2
57	16-10-1	20 Farrell Street	No	No	8	8	8	8	7	0	0	1
58	16-1-10	20 Norton Street	No	Completed the survey via email.	8	8	8	8	8	0	0	0
59	16-6-1	17 Norton Street	No	Completed the survey via email.	8	8	8	8	8	0	0	0
60	38-1-7	283 Washington Street	No	Yes	7	6	6	7	5	1	0	1
61	9-1-16	428 Liberty Street	No	Yes	14	20	14	14	0	0	14	0
62	13-3-13	43 Hawthorne Avenue	No	No	12	12	No response	12	12	0	0	0
63	14-1-24	38 Hawthorne Avenue	No	No	25	20	No response	25	20	5	0	0
64	4-8-2-4	51 Leroy Place	Yes	No	78	78	78	78	76	0	0	2
65	3-7-21.1	379 Powell Avenue (aka 2 Chadwick)	Yes	No	162	166	166	162	149	0	13	0
66	39-4-14	9 E Parmenter Street	Yes	No	6	6	6	6	2	0	4	0
67	34-1-2	487 Broadway	No	No	8	8	No response	8	8	0	0	0
68	33-2-6.1	41 Ellis Avenue	Yes	No	6	6	6	6	6	0	0	0
Totals:									622	24	63	29

McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8623

§ 8623. Local determination of emergency; end of emergency

Currentness

a. The existence of public emergency requiring the regulation of residential rents for all or any class or classes of housing accommodations, including any plot or parcel of land which had been rented prior to May first, nineteen hundred fifty, for the purpose of permitting the tenant thereof to construct or place his own dwelling thereon and on which plot or parcel of land there exists a dwelling owned and occupied by a tenant of such plot or parcel, heretofore destabilized; heretofore or hereafter decontrolled, exempt, not subject to control, or exempted from regulation and control under the provisions of the emergency housing rent control law,¹ the local emergency housing rent control act² or the New York city rent stabilization law of nineteen hundred sixty-nine;³ or subject to stabilization or control under such rent stabilization law, shall be a matter for local determination within each city, town or village. Any such determination shall be made by the local legislative body of such city, town or village on the basis of the supply of housing accommodations within such city, town or village, the condition of such accommodations and the need for regulating and controlling residential rents within such city, town or village. A declaration of emergency may be made as to any class of housing accommodations if the vacancy rate for the housing accommodations in such class within such municipality is not in excess of five percent and a declaration of emergency may be made as to all housing accommodations if the vacancy rate for the housing accommodations within such municipality is not in excess of five percent.

b. The local governing body of a city, town or village having declared an emergency pursuant to subdivision a of this section may at any time, on the basis of the supply of housing accommodations within such city, town or village, the condition of such accommodations and the need for continued regulation and control of residential rents within such municipality, declare that the emergency is either wholly or partially abated or that the regulation of rents pursuant to this act⁴ does not serve to abate such emergency and thereby remove one or more classes of accommodations from regulation under this act. The emergency must be declared at an end once the vacancy rate described in subdivision a of this section exceeds five percent.

c. No resolution declaring the existence or end of an emergency, as authorized by subdivisions a and b of this section, may be adopted except after public hearing held on not less than ten days public notice, as the local legislative body may reasonably provide.

Credits

(L.1974, c. 576, § 4 [§ 3]. Amended L.1980, c. 69, § 4.)

Footnotes

- 1 McK. Unconsol. Laws § 8581 et seq.
- 2 McK. Unconsol. Laws § 8601 et seq.
- 3 McK. Unconsol. Laws § 26-501 et seq. of the Administrative Code of the City of New York, set out following McK. Unconsol. Laws § 8617.
- 4 L.1974, c. 576, § 4.

McKinney's Unconsolidated Laws § 8623, NY UNCON LAWS § 8623

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

End of Document

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McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8624

§ 8624. Establishment of rent guidelines boards; duties

Effective: June 14, 2019

Currentness

a. In each county wherein any city having a population of less than one million or any town or village has determined the existence of an emergency pursuant to section three of this act¹, there shall be created a rent guidelines board to consist of nine members appointed by the commissioner of housing and community renewal upon recommendation of the county legislature, except that a rent guidelines board created subsequent to the effective date of the chapter of the laws of two thousand nineteen that amended this section shall consist of nine members appointed by the commissioner of housing and community renewal upon recommendations of the local legislative body of each city having a population of less than one million or town or village which has determined the existence of an emergency pursuant to section three of this act. Such recommendation shall be made within thirty days after the first local declaration of an emergency in such county; two such members shall be representative of tenants, two shall be representative of owners of property, and five shall be public members each of whom shall have had at least five years experience in either finance, economics or housing. One public member shall be designated by the commissioner to serve as chairman and shall hold no other public office. No member, officer or employee of any municipal rent regulation agency or the state division of housing and community renewal and no person who owns or manages real estate covered by this law or who is an officer of any owner or tenant organization shall serve on a rent guidelines board. One public member, one member representative of tenants and one member representative of owners shall serve for a term ending two years from January first next succeeding the date of their appointment; one public member, one member representative of tenants and one member representative of owners shall serve for terms ending three years from the January first next succeeding the date of their appointment and three public members shall serve for terms ending four years from January first next succeeding the dates of their appointment. Thereafter, all members shall serve for terms of four years each. Members shall continue in office until their successors have been appointed and qualified. The commissioner shall fill any vacancy which may occur by reason of death, resignation or otherwise in a manner consistent with the original appointment. A member may be removed by the commissioner for cause, but not without an opportunity to be heard in person or by counsel, in his defense, upon not less than ten days notice. Compensation for the members of the board shall be at the rate of one hundred dollars per day, for no more than twenty days a year, except that the chairman shall be compensated at the rate of one hundred twenty-five dollars a day for no more than thirty days a year. The board shall be provided staff assistance by the division of housing and community renewal. The compensation of such members and the costs of staff assistance shall be paid by the division of housing and community renewal which shall be reimbursed in the manner prescribed in section four of this act. The local legislative body of each city having a population of less than one million and each town and village in which an emergency has been determined to exist as herein provided shall be authorized to designate one person who shall be representative of tenants and one person who shall be representative of owners of property to serve at its pleasure and without compensation to advise and assist the county rent guidelines board in matters affecting the adjustment of rents for housing accommodations in such city, town or village as the case may be.

a-1. Notwithstanding the provisions of subdivision a of this section to the contrary, in each county that became subject to this act pursuant to the chapter of the laws of two thousand nineteen that amended this section, the commissioner shall reconstitute the existing rent guidelines board subsequent to any initial local declaration of emergency within such county for the purpose of

ensuring representation of all cities having a population of less than one million and all towns and villages within such county having determined the existence of an emergency in accordance with this act are represented, pursuant to rules and regulations promulgated by the division of housing and community renewal.

b. A county rent guidelines board shall establish annual guidelines for rent adjustments which, at its sole discretion may be varied and different for and within the several zones and jurisdictions of the board, and in determining whether rents for housing accommodations as to which an emergency has been declared pursuant to this act³ shall be adjusted, shall consider among other things (1) the economic condition of the residential real estate industry in the affected area including such factors as the prevailing and projected (i) real estate taxes and sewer and water rates, (ii) gross operating maintenance costs (including insurance rates, governmental fees, cost of fuel and labor costs), (iii) costs and availability of financing (including effective rates of interest), (iv) over-all supply of housing accommodations and over-all vacancy rates, (2) relevant data from the current and projected cost of living indices for the affected area, (3) such other data as may be made available to it. As soon as practicable after its creation and thereafter not later than July first of each year, a rent guidelines board shall file with the state division of housing and community renewal its findings for the preceding calendar year, and shall accompany such findings with a statement of the maximum rate or rates of rent adjustment, if any, for one or more classes of accommodation subject to this act, authorized for leases or other rental agreements commencing during the next succeeding twelve months. The standards for rent adjustments may be applicable for the entire county or may be varied according to such zones or jurisdictions within such county as the board finds necessary to achieve the purposes of this subdivision. A rent guidelines board shall not establish annual guidelines for rent adjustments based on the current rental cost of a unit or on the amount of time that has elapsed since another rent increase was authorized pursuant to this chapter.

The standards for rent adjustments established annually shall be effective for leases commencing on October first of each year and during the next succeeding twelve months whether or not the board has filed its findings and statement of the maximum rate or rates of rent adjustment by July first of each year. If such lease is entered into before such filing by the board, it may provide for the rent to be adjusted by the rates then in effect, subject to change by the applicable rates of rent adjustment when filed, such change to be effective as of the date of the commencement of the lease. Said lease must provide that, if the new rates of rent adjustment differ for leases of different terms, the tenant has the option of changing the original lease term to any other term for which a rate of rent adjustment is set by the board, with the rental to be adjusted accordingly.

Where a city, town or village shall act to determine the existence of public emergency pursuant to section three of this act¹ subsequent to the establishment of annual guidelines for rent adjustments of the accommodations subject to this act,³ the rent guidelines board as soon as practicable thereafter shall file its findings and rates of rent adjustment for leases or other rental agreements for the housing accommodations in such a city, town or village, which rates shall be effective for leases or other rental agreements commencing on or after the effective date of the determination.

A county rent guidelines board shall establish annual guidelines for rent adjustments which, at its sole discretion may be varied and different for and within the several zones and jurisdictions of the board, and in determining whether rents for housing accommodations as to which an emergency has been declared pursuant to this act shall be adjusted, shall consider among other things (1) the economic condition of the residential real estate industry in the affected area including such factors as the prevailing and projected (i) real estate taxes and sewer and water rates, (ii) gross operating maintenance costs (including insurance rates, governmental fees, cost of fuel and labor costs), (iii) costs and availability of financing (including effective rates of interest), (iv) over-all supply of housing accommodations and over-all vacancy rates, (2) relevant data from the current and projected cost of living indices for the affected area, (3) such other data as may be made available to it. As soon as practicable after its creation and thereafter not later than July first of each year, a rent guidelines board shall file with the state division of housing and community renewal its findings for the preceding calendar year, and shall accompany such findings with a statement of the maximum rate or rates of rent adjustment, if any, for one or more classes of accommodation subject to this act, authorized for leases or other rental agreements commencing during the next succeeding twelve months. The standards for rent adjustments may be applicable for the entire county or may be varied according to such zones or jurisdictions within

such county as the board finds necessary to achieve the purposes of this subdivision. A rent guidelines board shall not establish annual guidelines for rent adjustments based on the current rental cost of a unit or on the amount of time that has elapsed since another rent increase was authorized pursuant to this chapter.

c. In a city having a population of one million or more, the rent guidelines board shall be the rent guidelines board established pursuant to the New York city rent stabilization law of nineteen hundred sixty-nine⁴ as amended, and such board shall have the powers granted pursuant to the New York city rent stabilization law of nineteen hundred sixty-nine⁴ as amended.

d. Maximum rates of rent adjustment shall not be established more than once annually for any housing accommodation within a board's jurisdiction. Once established, no such rate shall, within the one-year period, be adjusted by any surcharge, supplementary adjustment or other modification.

e. Notwithstanding any other provision of this act, the adjustment for vacancy leases covered by the provisions of this act shall be determined exclusively pursuant to section ten of this act. Rent guidelines boards shall no longer promulgate adjustments for vacancy leases.

Credits

(L.1974, c. 576, § 4 [§ 4], Amended L.1976, c. 486, § 1; L.1979, c. 348, § 1; L.1979, c. 349, § 1; L.1980, c. 330, § 1; L.1983, c. 403, §§ 53, 54; L.2019, c. 36, pt. C, §§ 2, 3, pt. G, § 5, eff. June 14, 2019; L.2019, c. 39, pt. Q, §§ 2, 3, eff. June 24, 2019, deemed eff. June 14, 2019.)

Footnotes

1 McK. Unconsol. Laws § 8623.

2 See McK. Unconsol. Laws § 8628.

3 L.1974, c. 576, § 4.

4 McK. Unconsol. Laws § 26-501 et seq. of the Administrative Code of the City of New York, set out following McK. Unconsol. Laws § 8617.

McKinney's Unconsolidated Laws § 8624, NY UNCON LAWS § 8624

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

McKinney's Consolidated Laws of New York Annotated
Unconsolidated Laws (Refs & Annos)
Title 23. Rent Control
Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8625

§ 8625. Housing accommodations subject to regulation

Effective: June 14, 2019

Currentness

a. A declaration of emergency may be made pursuant to section three¹ as to all or any class or classes of housing accommodations in a municipality, except:

(1) housing accommodations subject to the emergency housing rent control law,² or the local emergency housing rent control act,³ other than housing accommodations subject to the New York city rent stabilization law of nineteen hundred sixty-nine;⁴

(2) housing accommodations owned or operated by the United States, the state of New York, any political subdivision, agency or instrumentality thereof, any municipality or any public housing authority;

(3) housing accommodations in buildings in which rentals are fixed by or subject to the supervision of the state division of housing and community renewal under other provisions of law or the New York city department of housing preservation and development or the New York state urban development corporation, or, to the extent that regulation under this act is inconsistent therewith aided by government insurance under any provision of the National Housing Act;⁵

(4)(a) housing accommodations in a building containing fewer than six dwelling units, other than any plot or parcel of land in cities having a population of one million or more which had been rented prior to May first, nineteen hundred fifty, for the purpose of permitting the tenant thereof to construct or place his own dwelling thereon and heretofore or hereafter decontrolled, exempt, not subject to control or exempted from regulation and control under the provisions of the emergency housing rent control law² or the local emergency housing rent control act³ and on which plot or parcel of land there exists a dwelling owned and occupied by a tenant of such plot or parcel;

(b) for purposes of this paragraph four, a building shall be deemed to contain six or more dwelling units if it is part of a multiple family garden-type maisonette dwelling complex containing six or more dwelling units having common facilities such as a sewer line, water main or heating plant and operated as a unit under common ownership, notwithstanding that certificates of occupancy were issued for portions thereof as one- or two-family dwellings.

(5) housing accommodations in buildings completed or buildings substantially rehabilitated as family units on or after January first, nineteen hundred seventy-four;

(5-a) housing accommodations located outside of a city with a population of one million or more in any such buildings that were vacant and unoccupied on June first, two thousand nineteen and had been vacant and unoccupied for at least the one-year period immediately preceding such date;

(6) housing accommodations owned or operated by a hospital, convent, monastery, asylum, public institution, or college or school dormitory or any institution operated exclusively for charitable or educational purposes on a non-profit basis other than (i) those accommodations occupied by a tenant on the date such housing accommodation is acquired by any such institution, or which are occupied subsequently by a tenant who is not affiliated with such institution at the time of his initial occupancy or (ii) permanent housing accommodations with government contracted services, as of and after June fourteenth, two thousand nineteen, to vulnerable individuals or individuals with disabilities who are or were homeless or at risk of homelessness; provided, however, that the terms of leases in existence as of June fourteenth, two thousand nineteen, shall only be affected upon lease renewal, and further provided that upon the vacancy of such housing accommodations, the legal regulated rent for such housing accommodations shall be the legal regulated rent paid for such housing accommodations by the prior tenant, subject only to any adjustment adopted by the applicable rent guidelines board;

(7) rooms or other housing accommodations in hotels, other than hotel accommodations in cities having a population of one million or more not occupied on a transient basis and heretofore subject to the emergency housing rent control law,² the local emergency housing rent control act³ or to the New York city rent stabilization law of nineteen hundred sixty-nine;⁴

(8) any motor court, or any part thereof, any trailer, or trailer space used exclusively for transient occupancy or any part thereof; or any tourist home serving transient guests exclusively, or any part thereof;

The term "motor court" shall mean an establishment renting rooms, cottages or cabins, supplying parking or storage facilities for motor vehicles in connection with such renting and other services and facilities customarily supplied by such establishments, and commonly known as motor, auto or tourist court in the community.

The term "tourist home" shall mean a rooming house which caters primarily to transient guests and is known as a tourist home in the community.

(9) non-housekeeping, furnished housing accommodations, located within a single dwelling unit not used as a rooming or boarding house, but only if:

(a) no more than two tenants for whom rent is paid (husband and wife being considered one tenant for this purpose), not members of the landlord's immediate family, live in such dwelling unit, and

(b) the remaining portion of such dwelling unit is occupied by the landlord or his immediate family.

(10) housing accommodations in buildings operated exclusively for charitable purposes on a non-profit basis except for permanent housing accommodations with government contracted services, as of and after the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph, to vulnerable individuals or individuals with disabilities who are or were homeless or at risk of homelessness; provided, however, that the terms of leases in existence as of the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph, shall only be affected upon lease renewal, and further provided that upon the vacancy of such housing accommodations, the legal regulated rent for such housing accommodations

shall be the legal regulated rent paid for such housing accommodations by the prior tenant, subject only to any adjustment adopted by the applicable rent guidelines board;

(11) housing accommodations which are not occupied by the tenant, not including subtenants or occupants, as his or her primary residence, as determined by a court of competent jurisdiction. For the purposes of determining primary residency, a tenant who is a victim of domestic violence, as defined in section four hundred fifty-nine-a of the social services law, who has left the unit because of such violence, and who asserts an intent to return to the housing accommodation shall be deemed to be occupying the unit as his or her primary residence. For the purposes of this paragraph, where a housing accommodation is rented to a not-for-profit hospital for residential use, affiliated subtenants authorized to use such accommodations by such hospital shall be deemed to be tenants. For the purposes of this paragraph, where a housing accommodation is rented to a not-for-profit for providing, as of and after the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph, permanent housing to individuals who are or were homeless or at risk of homelessness, affiliated subtenants authorized to use such accommodations by such not-for-profit shall be deemed to be tenants. No action or proceeding shall be commenced seeking to recover possession on the ground that a housing accommodation is not occupied by the tenant as his or her primary residence unless the owner or lessor shall have given thirty days notice to the tenant of his or her intention to commence such action or proceeding on such grounds.

(12) Repealed by L.2019, c. 36, pt. D, § 6, eff. June 14, 2019; L.2019, c. 39, pt. Q, § 5, eff. June 24, deemed eff. June 14, 2019.

(13) Repealed by L.2019, c. 36, pt. D, § 3, eff. June 14, 2019.

(14) (i) housing accommodations owned as a cooperative or condominium unit which are or become vacant on or after the effective date of this paragraph, except that this subparagraph shall not apply to units occupied by non-purchasing tenants under section three hundred fifty-two-ccc of the general business law until the occurrence of a vacancy. (ii) This paragraph shall not apply, however, to or become effective with respect to housing accommodations which the commissioner determines or finds the landlord or any person acting on his or her behalf, with intent to cause the tenant to vacate, engaged in any course of conduct (including, but not limited to, interruption or discontinuance of required services) which interfered with or disturbed or was intended to interfere with or disturb the comfort, repose, peace or quiet of the tenant in his or her use or occupancy of the housing accommodations. In connection with such course of conduct any other general enforcement provision of this act shall also apply;

b. Notwithstanding any other provision of this section, nothing shall prevent the declaration of an emergency pursuant to section three of this act¹ for rental housing accommodations located in buildings or structures which are subject to the provisions of article eighteen of the private housing finance law.

Credits

(L.1974, c. 576, § 4 [§ 5]. Amended L.1978, c. 655, § 137; L.1980, c. 69, § 5; L.1983, c. 403, § 55; L.1984, c. 940, § 3; L.1985, c. 67, § 5; L.1993, c. 253, §§ 8, 17; L.1997, c. 116, § 7-a, eff. June 19, 1997, § 9, eff. Jan. 1, 1998; L.2003, c. 82, § 2, eff. June 20, 2003; L.2010, c. 422, § 3, eff. Aug. 30, 2010; L.2011, c. 97, pt. B, §§ 10, 29, eff. June 24, 2011; L.2015, c. 20, pt. A, § 8, eff. June 26, 2015, deemed eff. June 15, 2015; L.2019, c. 36, pt. D, §§ 3, 6, pt. G, § 4, pt. J, § 1, eff. June 14, 2019; L.2019, c. 39, pt. Q, §§ 5, 17, eff. June 24, 2019, deemed eff. June 14, 2019.)

Footnotes

- 1 McK. Unconsol. Laws § 8623.
- 2 McK. Unconsol. Laws § 8581 et seq.
- 3 McK. Unconsol. Laws § 8601 et seq.
- 4 McK. Unconsol. Laws § 26-501 et seq. of the Administrative Code of the City of New York, set out following McK. Unconsol. Laws § 8617.
- 5 12 USCA § 1701 et seq.

McKinney's Unconsolidated Laws § 8625, NY UNCON LAWS § 8625

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

End of Document

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McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8626

§ 8626. Regulation of rents

Effective: November 21, 2022

Currentness

a. Notwithstanding the provisions of any lease or other rental agreement, no owner shall, on or after the first day of the first month or other rental period following a declaration of emergency pursuant to section three,¹ which date shall be referred to in this act² as the local effective date, charge or collect any rent in excess of the initial legal regulated rent or adjusted initial legal regulated rent until such time as a different legal regulated rent shall be authorized pursuant to guidelines adopted by a rent guidelines board pursuant to section four.³

b. The initial legal regulated rents for housing accommodations in a city having a population of less than one million or a town or village as to which a declaration of emergency has been made pursuant to this act shall be:

(1) For housing accommodations subject to the emergency housing rent control law⁴ which become vacant on or after the local effective date of this act, the rent agreed to by the landlord and the tenant and reserved in a lease or provided for in a rental agreement; provided that such initial legal regulated rent may be adjusted on application of the owner or tenant pursuant to subdivision a of section nine of this act;⁵ and provided further that no increase of such initial regulated rent pursuant to annual guidelines adopted by the rent guidelines board shall become effective until the expiration of the first lease or rental agreement taking effect after the local effective date, but in no event before one year from the commencement of such rental agreement.

(2) For all other housing accommodations, the rent reserved in the last effective lease or other rental agreement; provided that an initial rent based upon the rent reserved in a lease or other rental agreement which became effective on or after January first, nineteen hundred seventy-four may be adjusted on application of the tenant pursuant to subdivision b of section nine of this act or on application of either the owner or tenant pursuant to subdivision a of such section; and further provided that if a lease is entered into for such housing accommodations after the local effective date, but before the effective date of the first guidelines applicable to such accommodations, the lease may provide for an adjustment of rent pursuant to such guidelines, to be effective on the first day of the month next succeeding the effective date of such guidelines.

c. The initial legal regulated rents for housing accommodations in a city having a population of one million or more shall be the initial rent established pursuant to the New York city rent stabilization law of nineteen hundred sixty-nine as amended.⁶

d. Provision shall be made pursuant to regulations under this act for individual adjustment of rents where:

(1) there has been a substantial modification or increase of dwelling space, or installation of new equipment or improvements or new furniture or furnishings, provided in or to a tenant's housing accommodation, on written informed tenant consent to the rent increase. In the case of a vacant housing accommodation, tenant consent shall not be required. The temporary increase in the legal regulated rent for the affected housing accommodation shall be one-one hundred sixty-eighth, in the case of a building with thirty-five or fewer housing accommodations or one-one hundred eightieth in the case of a building with more than thirty-five housing accommodations where such increase takes effect on or after the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph, of the total actual cost incurred by the landlord up to fifteen thousand dollars in providing such reasonable and verifiable modification or increase in dwelling space, furniture, furnishings, or equipment, including the cost of installation but excluding finance charges and any costs that exceed reasonable costs established by rules and regulations promulgated by the division of housing and community renewal. Such rules and regulations shall include: (i) requirements for work to be done by licensed contractors and a prohibition on common ownership between the landlord and the contractor or vendor; and (ii) a requirement that the owner resolve within the dwelling space all outstanding hazardous or immediately hazardous violations of the Uniform Fire Prevention and Building Code (Uniform Code), New York City Fire Code, or New York City Building and Housing Maintenance Codes, if applicable. Provided further that an owner who is entitled to a rent increase pursuant to this paragraph shall not be entitled to a further rent increase based upon the installation of similar equipment, or new furniture or furnishings within the useful life of such new equipment, or new furniture or furnishings. Provided further that the recoverable costs incurred by the landlord, pursuant to this paragraph, shall be limited to an aggregate cost of fifteen thousand dollars that may be expended on no more than three separate individual apartment improvements in a fifteen year period beginning with the first individual apartment improvement on or after June fourteenth, two thousand nineteen. Provided further that increases to the legal regulated rent pursuant to this paragraph shall be removed from the legal regulated rent thirty years from the date the increase became effective inclusive of any increases granted by the applicable rent guidelines board.

(2) there has been since January first, nineteen hundred seventy-four an increase in the rental value of the housing accommodations as a result of a substantial rehabilitation of the building or the housing accommodation therein which materially adds to the value of the property or appreciably prolongs its life, excluding ordinary repairs, maintenance, and replacements, or

(3) there has been since January first, nineteen hundred seventy-four a major capital improvement essential for the preservation, energy efficiency, functionality, or infrastructure of the entire building, improvement of the structure including heating, windows, plumbing and roofing, but shall not be for operation costs or unnecessary cosmetic improvements. An adjustment under this paragraph shall be in an amount sufficient to amortize the cost of the improvements pursuant to this paragraph over a twelve-year period for a building with thirty-five or fewer housing accommodations, or a twelve and one-half period for a building with more than thirty-five housing accommodations and shall be removed from the legal regulated rent thirty years from the date the increase became effective inclusive of any increases granted by the applicable rent guidelines board, for any determination issued by the division of housing and community renewal after the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph. Temporary major capital improvement increases shall be collectable prospectively on the first day of the first month beginning sixty days from the date of mailing notice of approval to the tenant. Such notice shall disclose the total monthly increase in rent and the first month in which the tenant would be required to pay the temporary increase. An approval for a temporary major capital improvement increase shall not include retroactive payments. The collection of any increase shall not exceed two percent in any year from the effective date of the order granting the increase over the rent set forth in the schedule of gross rents, with collectability of any dollar excess above said sum to be spread forward in similar increments and added to the rent as established or set in future years. Upon vacancy, the landlord may add any remaining balance of the temporary major capital improvement increase to the legal regulated rent. Notwithstanding any other provision of the law, the collection of any rent increases for any renewal lease commencing on or after June 14, 2019, due to any major capital improvements approved on or after June 16, 2012 and before June 16, 2019 shall not exceed two percent in any year for any tenant in occupancy on the date the major capital improvement was approved, or

(3-a) an application for a temporary major capital improvement increase has been filed; a tenant shall have sixty days from the date of mailing of a notice of a proceeding in which to answer or reply. The state division of housing and community renewal shall provide any responding tenant with the reasons for the division's approval or denial of such application; or

(4) an owner by application to the state division of housing and community renewal for increases in the rents in excess of the rent adjustment authorized by the rent guidelines board under this act establishes a hardship, and the state division finds that the rate of rent adjustment is not sufficient to enable the owner to maintain approximately the same ratio between operating expenses, including taxes and labor costs but excluding debt service, financing costs, and management fees, and gross rents which prevailed on the average over the immediate preceding five year period, or for the entire life of the building if less than five years, or

(5) as an alternative to the hardship application provided under paragraph four of this subdivision, owners of buildings acquired by the same owner or a related entity owned by the same principals three years prior to the date of application may apply to the division for increases in excess of the level of applicable guideline increases established under this law based on a finding by the commissioner that such guideline increases are not sufficient to enable the owner to maintain an annual gross rent income for such building which exceeds the annual operating expenses of such building by a sum equal to at least five percent of such gross rent. For the purposes of this paragraph, operating expenses shall consist of the actual, reasonable, costs of fuel, labor, utilities, taxes, other than income or corporate franchise taxes, fees, permits, necessary contracted services and non-capital repairs, insurance, parts and supplies, management fees and other administrative costs and mortgage interest. For the purposes of this paragraph, mortgage interest shall be deemed to mean interest on a bona fide mortgage including an allocable portion of charges related thereto. Criteria to be considered in determining a bona fide mortgage other than an institutional mortgage shall include; condition of the property, location of the property, the existing mortgage market at the time the mortgage is placed, the term of the mortgage, the amortization rate, the principal amount of the mortgage, security and other terms and conditions of the mortgage. The commissioner shall set a rental value for any unit occupied by the owner or a person related to the owner or unoccupied at the owner's choice for more than one month at the last regulated rent plus the minimum number of guidelines increases or, if no such regulated rent existed or is known, the commissioner shall impute a rent consistent with other rents in the building. The amount of hardship increase shall be such as may be required to maintain the annual gross rent income as provided by this paragraph. The division shall not grant a hardship application under this paragraph or paragraph four of this subdivision for a period of three years subsequent to granting a hardship application under the provisions of this paragraph. The collection of any increase in the rent for any housing accommodation pursuant to this paragraph shall not exceed six percent in any year from the effective date of the order granting the increase over the rent set forth in the schedule of gross rents, with collectability of any dollar excess above said sum to be spread forward in similar increments and added to the rent as established or set in future years. No application shall be approved unless the owner's equity in such building exceeds five percent of: (i) the arms length purchase price of the property; (ii) the cost of any capital improvements for which the owner has not collected a surcharge; (iii) any repayment of principal of any mortgage or loan used to finance the purchase of the property or any capital improvements for which the owner has not collected a surcharge; and (iv) any increase in the equalized assessed value of the property which occurred subsequent to the first valuation of the property after purchase by the owner. For the purposes of this paragraph, owner's equity shall mean the sum of (i) the purchase price of the property less the principal of any mortgage or loan used to finance the purchase of the property, (ii) the cost of any capital improvement for which the owner has not collected a surcharge less the principal of any mortgage or loan used to finance said improvement, (iii) any repayment of the principal of any mortgage or loan used to finance the purchase of the property or any capital improvement for which the owner has not collected a surcharge, and (iv) any increase in the equalized assessed value of the property which occurred subsequent to the first valuation of the property after purchase by the owner.

This subdivision shall apply to accommodations outside a city of one million or more.

e. Notwithstanding any contrary provisions of this act, on and after July first, nineteen hundred eighty-four the legal regulated rent shall be the rent registered pursuant to section twelve-a of this act⁷ subject to any modification imposed pursuant to this act.

f. Notwithstanding any inconsistent provision of law, rule, regulation, contract, agreement, lease or other obligation, no owner, in addition to the authorized collection of rent, shall demand, receive or retain a security deposit or advance payment which exceeds the rent of one month for or in connection with the use or occupancy of a housing accommodation by (i) any tenant who is sixty-five years of age or older for any lease or lease renewal entered into after July 1, 1996 or (ii) any tenant who is receiving disability retirement benefits or supplemental security income pursuant to the federal social security act⁸ for any lease or lease renewal entered into after July 1, 2002.

f-1. An owner, lessor or agent thereof shall be prohibited from assessing a lessee any fee, surcharge or other charges for legal services in connection with the operation or rental of a residential unit unless the owner, lessor or agent has the legal authority to do so pursuant to a court order. Legal services include, but are not limited to, court fees, legal representation, attorney fees, notary public charges, and administrative fees incurred by the owner, lessor or agent in connection with management of the building, including actions and proceedings in a court of law. Any agreement or assessment to the contrary shall be void as contrary to public policy.

g. No owner of a housing accommodation subject to the provisions of this section shall impose any surcharge for the installation and use of a tenant-installed air conditioner unit where the tenant pays for electric utility service.

Credits

(L.1974, c. 576, § 4 [§ 6]. Amended L.1983, c. 403, §§ 2, 55-a; L.1984, c. 102, § 1; L.1990, c. 749, § 4; L.1993, c. 253, § 20; L.1996, c. 256, § 1; L.1997, c. 116, § 23, eff. June 19, 1997; L.2002, c. 532, § 1, eff. Sept. 17, 2002; L.2011, c. 97, pt. B, § 18, eff. June 24, 2011; L.2015, c. 20, pt. A, § 30, eff. June 26, 2015, deemed eff. June 15, 2015; L.2019, c. 36, pt. B, § 4, pt. K, §§ 1, 9, 13, eff. June 14, 2019; L.2019, c. 39, pt. Q, §§ 18, 26, eff. June 24, 2019, deemed eff. June 14, 2019; L.2021, c. 695, § 2, eff. Dec. 21, 2021; L.2022, c. 619, § 2, eff. Nov. 21, 2022.)

Footnotes

1 McK. Unconsol. Laws § 8623.

2 L.1974, c. 576, § 4.

3 McK. Unconsol. Laws § 8624.

4 McK. Unconsol. Laws § 8581 et seq.

5 McK. Unconsol. Laws § 8629.

6 McK. Unconsol. Laws § 26-501 et seq. of the Administrative Code of the City of New York, set out following McK. Unconsol. Laws § 8617.

7 McK. Unconsol. Laws § 8632-a.

8 42 USCA § 301 et seq.

McKinney's Unconsolidated Laws § 8626, NY UNCON LAWS § 8626

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

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RESOLUTION NO.: 265 - 2023

OF

DECEMBER 18, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
WITH JOULE ASSETS, INC.
TO SERVE AS THE ADMINISTRATOR OF THE CITY OF NEWBURGH
COMMUNITY CHOICE AGGREGATION PROGRAM

WHEREAS, by Local Law No. 2-2021 of March 8, 2021, the City of Newburgh created the Community Choice Aggregation Energy Program ("CCA Program"); and

WHEREAS, the City issued RFP #9.22 seeking proposals for a qualified and independent firm to provide assessment, implementation, and ongoing administration of its CCA Program; and

WHEREAS, the City of Newburgh has received a proposal from Joule Assets, Inc. for CCA Program administration services; and

WHEREAS, the cost for the CCA Program administration services will be derived from the payment of an administrative fee by the provider of any Energy Services Agreement entered into on behalf of City; and

WHEREAS, this Council finds that approving the proposal and authorizing the City Manager to execute a contract with Joule Assets, Inc. to serve as the CCA Administrator of the City of Newburgh CCA Program 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 execute a contract with Joule Assets, Inc. for professional services to establish, implement and administer the City of Newburgh Community Choice Aggregation Program.

265-23

CCA ADMINISTRATOR AGREEMENT

This CCA Administrator Agreement (the "Agreement") is entered into as of _____, 20__ (the "Effective Date") by and between the City of Newburgh, a municipal corporation of the State of New York, having its principal offices at 83 Broadway, Newburgh, NY 12550 ("City") and Joule Assets, Inc., a Delaware corporation having its principal offices at 2785 Route 35, Katonah, New York 10536 ("Contractor" or "Joule") (City and Joule are referred to individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the City of Newburgh adopted a local law entitled "A Local Law adding Chapter 156 to the Code of Ordinances of the City of Newburgh entitled 'Energy' and enacting Article I entitled 'Community Choice Aggregation Energy Program'" creating its own Community Choice Aggregation program on March 8, 2021; and

WHEREAS, the City of Newburgh (City) issued RFP #9.22 seeking proposals for a qualified and independent firm to provide assessment, implementation, and ongoing administration of a Community Choice Aggregation ("CCA") Program for its residents and small businesses; and

WHEREAS, Joule is in the business of, among other things, providing consulting and program administration services for Community Choice Aggregation ("CCA") Programs for municipalities and the residents and business located therein, and submitted a proposal to provide such services to the City;

WHEREAS, the City evaluated Joule's proposal and determined that Joule's proposal was among the top responsive and responsible proposals that offered the best value based on the evaluation criteria as set forth in the RFP;

NOW, THEREFORE, in consideration of the terms hereinafter mentioned and also the mutual covenants and obligations moving to each party hereto from the other, the Parties hereto agree as follows:

[Remainder of this page intentionally left blank. Terms and conditions to follow.]

ARTICLE 1 – DEFINITIONS

The following terms as used in this Agreement shall be defined and interpreted as follows:

- 1.1. **AGGREGATED DATA** – Aggregated and anonymized information, including the number of consumers by service class, the aggregated peak demand (kW) (for electricity) by month for the past 12 months, by service class to the extent possible, and the aggregated energy (kWh) for electricity or volumetric consumption for gas by month for the past 12 months by service class.
- 1.2. **APPLICABLE LAW** – The PSC CCA Orders, and all statutes, ordinances, laws, rules and regulations that are related or applicable to the CCA Program, this Agreement, or the Parties to this Agreement.
- 1.3. **CCA** - Community choice aggregation as defined in the PSA CCA Orders.
- 1.4. **CCA ADMINISTRATOR** — The third-party duly authorized by the City of Newburgh to request aggregated and customer-specific data, competitively solicit suppliers for the aggregated demand for electricity and/or natural gas on behalf of default consumers, and to offer participating consumers additional opportunities to participate or enroll in programs or projects related to distributed energy resources. The CCA administrator is responsible for program organization, administration, procurement, communications, and for meeting all requirements for program implementation specified in the CCA Orders, unless otherwise specified.
- 1.5. **CCA ORDERS** - The PSC’s “Order Authorizing Framework for Community Choice Aggregation Opt-Out Program,” issued on April 21, 2016 in Case 14-M-0224, “Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs,” as it may be amended from time to time, including subsequent orders of the Public Service Commission issued in connection with, or related to, Case No. 14-M-0224.
- 1.6. **COMMUNITY CHOICE AGGREGATION PROGRAM or CCA PROGRAM or PROGRAM** shall mean a municipal energy procurement program, which replaces the incumbent utility as the default Supplier for all Eligible Consumers within the Participating Municipality, as defined in the CCA Orders.
- 1.7. **CCA ENABLING LEGISLATION** – A local law adopted by the City of Newburgh according to Municipal Home Rule Law and in compliance with the CCA Orders that authorizes the City of Newburgh to implement a CCA Program.

- 1.8. COMPLIANT BID – A bid for Energy Offering(s), submitted in compliance with the requirements set forth by the Parties in a solicitation, the terms of which are agreed upon by City and Joule.
- 1.9. CUSTOMER-SPECIFIC DATA – Customer-specific information, personal data and utility data for all consumers in the City eligible for opt-out treatment based on the terms of the CCA Orders and the CCA Program design, including, but not limited to, the customer of record's name, mailing address, telephone number, account number, and primary language, if available, and any customer-specific alternate billing name, address, and phone number.
- 1.10. DEFAULT CONSUMERS – Customers of electricity and/or natural gas within opt-out eligible service classes, as defined in the CCA Orders, who receive supply service from the distribution utility as of the date the supply contract goes into effect, or consumers within these service classes that subsequently become eligible to participate in the CCA Program, including those that have terminated a supply contract with an ESCO, removed a freeze or block on their account, have voluntarily suspended service pursuant to a special rate, or are new residents to the City of Newburgh. Consumers within opt-out eligible service classes, as of the date the supply contract goes into effect, taking service from an ESCO, those that have placed a freeze or block on their account, and those for whom enrollment in the CCA Program would interfere with a choice they have already made to take service pursuant to a special rate are not considered Default Consumers and will not be enrolled on an opt-out basis. All Default Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the City of Newburgh, as such boundaries exist as of the effective date of the Energy Supply Agreement.
- 1.11. DEFAULT SERVICE - A supply service provided by the Distribution Utility to consumers who are not currently receiving service from an ESCO. Default Consumers within the City of Newburgh that receive Default Service, and have not opted out, will be enrolled in the program as of the effective date of the Energy Supply Agreement.
- 1.12. DISTRIBUTED ENERGY RESOURCES (DER) – Local renewable energy projects, community distributed generation, such as shared solar, peak demand management, energy efficiency, demand response, energy storage, community resilience microgrid projects, and other innovative Reforming the Energy Vision (REV) initiatives that further engage and/or reduce cost of service for participating consumers, optimize system benefits, and/or address infrastructure and demand challenges within the geography of the CCA.

- 1.13. DISTRIBUTION UTILITY – Owner or controller of the means of distribution of the natural gas or electricity in the City. The Distribution Utility also serves as the supplier of Default Service of electricity and natural gas preceding the establishment of a CCA Program.
- 1.14. EFFECTIVE DATE - The meaning set forth in the preamble to this Agreement.
- 1.15. ENERGY SUPPLY AGREEMENT or ESA shall mean the Energy Supply Agreement that contains all the terms and condition appertaining to the energy procurement request published by the CCA Administrator on behalf of the City.
- 1.16. ENERGY OFFERING - Any product or service authorized by the CCA Orders to be part of a CCA program or otherwise permitted to be offered by Joule, including without limitation electricity or natural gas supply; community distributed generation, demand response or load management; energy efficiency; other DERs; and financing in connection therewith.
- 1.17. ESCO or ENERGY SERVICES COMPANY mean an entity duly authorized to conduct business in the State of New York as an ESCO.
- 1.18. ENERGY SUPPLIER - An entity duly authorized to conduct business in the State of New York as an ESCO, DER Provider, or a provider of other energy products or services.
- 1.19. ELIGIBLE CONSUMERS - Eligible customers of electricity and/or natural gas who receive Default Service from the Distribution Utility as of the Effective Date, or New Consumers that subsequently become eligible to participate in the CCA Program, at one or more locations within the geographic boundaries of the City, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the City, as such boundaries exist on the effective date of the ESA.
- 1.20. JOULE - Joule Assets, Inc. and its sub-contractors and partners, individually and collectively may be referred to as “Contractor”.
- 1.21. NEW CONSUMERS - Consumers of electricity that become Eligible Consumers after the effective date of the ESA, including those that opt in or move into City.
- 1.22. PARTICIPATING CONSUMERS - Eligible Consumers enrolled in the CCA Program, either because they are consumers who receive Default Service from the

Distribution Utility as of the Effective Date and have not opted out, or are New Consumers.

- 1.23. PUBLIC SERVICE COMMISSION or PSC - The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission.
- 1.24. SERVICES - has the meaning set forth in Section 4.1.
- 1.25. SOLICITATION - The request for bids for CCA Energy Offering.

ARTICLE 2 – APPENDICES AND ATTACHMENTS

- 2.1 The following appendices and attachments, attached hereto, are hereby expressly made a part of this Agreement:

Schedule A – Scope of Services

Schedule B – Contractor’s Proposal, provided, however, in the event of any conflict between the Contractor’s Proposal and this Agreement, the provisions of this Agreement shall govern.

Schedule C – Timetable

Schedule D – Compensation

ARTICLE 3 – APPOINTMENT OF JOULE ASSETS, INC. AS CCA ADMINISTRATOR

- 3.1 City hereby appoints Joule Assets, Inc., and Joule Assets, Inc. agrees to serve, as CCA Administrator in connection with the City’s CCA Program for the term of this Agreement as permitted by, and in accordance with, the terms and provision of this Agreement, the CCA Orders and other applicable law, rule, and regulation. City shall not hire another CCA Administrator for the term of the Agreement.
- 3.2 Should Contractor fail to provide at least the staffing mutually agreed upon by the City and Contractor during the term of the Agreement, the City will have the right, in addition to any other right set forth herein, to prospectively renegotiate fees in light of any material staffing deficiency.
- 3.3 Contractor may allocate suitable associates with appropriate levels of experience and seniority to provide the Scope of Services. The composition of Contractor’s team assigned to the City and the allocation of their work time will comply with the specifications set forth in the relevant scopes of work.
- 3.4 Contractor will appoint specifically named key individuals to be actively and substantially involved in the provision of the Services. Should any key individual leave Contractor’s employment or cease to be involved in the provision of Services for any reason, Contractor will notify the City and, subject to the City’s written

approval which shall not be unreasonably withheld, appoint a suitable replacement. Any such change in the key individuals will occur with full and timely transfer of know-how at Contractor's sole expense.

ARTICLE 4 – SCOPE OF SERVICES

- 4.1 Joule shall render all services and furnish all materials and equipment necessary to provide the City with the services and deliverables enumerated below in this Section 4.1 as may be more specifically described in Schedule A, or as may otherwise be agreed in writing by the Parties, in a timely and professional manner using the degree of care, skill, and diligence generally observed by other first class CCA Administrator firms, and in accordance with the highest professional and industry standards relevant to the services as reasonably anticipated based on the applicable Scope of Work ("Services").
- 4.2 Joule shall comply with all Federal and New York State laws, rules, and regulations, including but not limited to the CCA Orders, and other applicable laws, regulations, and practices of the City, New York State (including any relevant agencies thereto) and/or the United States of America (including any relevant agencies thereto), before beginning any of the work. All work required under this Agreement shall be performed in accordance with these laws, rules, regulations, and practices and any special requirements as may be described in Schedule A.
- 4.3 Upon receipt of a fully executed Agreement from the City, Joule shall commence and complete work and services consistent with the frequency described in Schedule C.
- 4.4 Prior to the start of work and during the term of this Agreement, Joule shall submit for approval by the City the names of any third-party firms proposed to perform the Services. The City shall have the exclusive discretion to accept or reject for cause in a timely manner any subcontractor proposed. Nothing in this Agreement shall create any contractual relationship between the City and any subcontractor retained by the Joule.
- 4.5 Joule's performance of this Agreement within the compensation provided shall be continuously reviewed in good faith by Joule. Joule shall notify the City of the results of those reviews in writing by submitting a Program Control Report, on a form agreed to by the parties, to the City monthly or at such alternative interval described in Schedule C or as otherwise agreed by the Parties in writing.
- 4.6 If Contractor believes that any work the Contractor has been directed to perform is beyond the Scope of Services as outlined in Article 4 and in the Agreement, and constitutes Additional Services, the Contractor shall promptly notify the City, in writing, of its objections prior to the commencement of the objected to work. The City shall review said objections in good faith and, in its sole reasonable discretion, decide whether such work is beyond the Scope of Services and in the Agreement

generally, and constitutes Additional Services. If the City determines that such work does constitute Additional Services, the City shall provide extra compensation to the Contractor as provided for in Articles 5 and 6, below. In this instance, a change order or an amendment to the Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the City.

- 4.7 Services to be performed by Joule include without limitation:
 - 4.7.1 Establish, implement and administer the CCA Program in a timely manner.
 - 4.7.2 Conduct comprehensive community education and outreach on CCA.
 - 4.7.3 Maximize customer enrollment, maintain and manage customer participation and opt-outs.
 - 4.7.4 Lawfully and securely procure, transfer, and store anonymized and customer-specific program data on behalf of the City, pursuant to a Data Security Agreement.
 - 4.7.5 Procure an electricity supply contract for a price compliant standard offering as defined in CCA Orders, if applicable, and include renewable energy option(s). Outline how the benchmark price will be established and how to compare and evaluate the CCA price against benchmark price.
 - 4.7.6 Manage program costs and any fees that will be passed on to CCA Program participants, including, but not limited to, the costs the fee(s) will cover such as program staffing and overhead, outreach and communications, legal expenses, program development; estimated per unit cost(s); collection costs; any other fees that may be charged to program participant; and fee(s) associated with clean energy products or services or other services offered to Eligible Consumers by the CCA Administrator.
 - 4.7.7 Analyze and report regularly to the City and Public Service Commission on program data, pursuant to the CCA Orders.
 - 4.7.8 Vet and pre-qualify prospective electricity suppliers, clean energy product and service providers in relation to the CCA Program in accordance with criteria established by the City.
 - 4.7.9 Assist the City in further refining goals and objectives of CCA and identify how success will be measured and evaluated.
 - 4.7.10 Work with local partner organizations, advocates, and/or other third-party stakeholders in relation to the CCA Program.

- 4.7.11 Provide continued support and capacity building to the City and customers after program launch, including:
- Customer service.
 - Monitoring and management of contractual obligations.
 - Regular program data and performance metrics reporting.
 - Program development and enhancement.
 - Continued analysis of relevant market and regulatory issues.

ARTICLE 5 – ADDITIONAL SERVICES

- 5.1. During the term, the City may elect to seek additional work that, in its discretion, is substantially beyond that required to be provided by Article 4 (Scope of Services). Such work shall be considered Additional Services.
- 5.2. Additional Services require pre-authorization in writing by the Parties. When Additional Services are authorized and accepted, they shall be provided by the Contractor and shall be paid for by the City as provided in Article 6 (Compensation).
- 5.3. The following services are expressly not covered by Article 4 (Scope of Services) of this Agreement and are considered Additional Services unless otherwise described in **Schedule A:**

Consulting or program management services outside of what's enumerated in Article 4 (Scope of Services) and Schedule A including without limitation procuring partnerships in relation to renewable energy projects outside of the CCA Program.

- 5.4 The following services are expressly covered by Article 4 (Scope of Services), of this Agreement and shall not be considered Additional Services:

5.4.1 Changes required by Federal, New York State, or local code laws, rules, or regulations, applicable as of the date of this Agreement; provided, however, modifications required by updates to such authority implemented during, or after, the course of the Services shall be Additional Services.

5.4.2 Changes resulting from Consultant's errors, omissions, or plan deficiencies.

ARTICLE 6 – COMPENSATION

- 6.1 This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.
- 6.2. Compensation for Contractor's Scope of Services shall be as indicated in **Schedule D.**

- 6.3 For satisfactory performance of the Services or, as Additional Services may be approved by mutual written agreement or change order, the City agrees to compensate Contractor accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. Contractor shall submit to the City a City Claimant's Certification form with monthly itemized invoice for Services rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the City may reasonably require. The City will pay the proper amounts due Contractor within sixty (60) days after receipt of a City Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify Contractor, in writing, of the City's reasons for objecting to all or any portion of the invoice submitted by Contractor.
- 6.4 At the conclusion of the term of this Agreement and the conclusion of any renewal term, the Contractor shall submit a final invoice for any remaining amounts due. This invoice shall be prominently identified as 'FINAL INVOICE'.
- 6.5 All third parties and subcontractors performing work on this project shall be bound by the same required contract provisions as the Contractor. All agreements between the Contractor and a subcontractor or other subcontractor executed for the purposes of this Agreement shall include all standard required contract provisions, and such agreements shall be subject to review by the City.
- 6.6 Payment to Contractor is subject to the following audit rights of the City. All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the City. Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the City so that it may evaluate the reasonableness of the charges, and Contractor shall make its records available to the City upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the City, the State of New York, the federal government, and/or other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, State, the federal government, private sources or otherwise. Contractor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.
- 6.7 As consideration for providing services as CCA Administrator, Joule shall be paid by the Energy Supplier(s) a fee or commission in connection with an ESA. Such fee or commission shall either be described in the applicable solicitation or shall be approved in writing by the Parties.

- 6.8 In no event shall the City be required to make a payment to Joule for Joule's CCA Program Administration or other services, or for any expenses in relation to the CCA Program, except as agreed in writing by the City.

ARTICLE 7 -- BOOKS AND RECORDS; RETENTION

- 7.1 Contractor shall establish and maintain separate, complete and accurate books, records, documents, accounts, accounting procedures and practices and other evidence which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement (collectively called the "Records"). The Records must be retained and kept for a minimum of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have full access to the Records during normal business hours at an office of the Contractor within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.
- 7.2 Subject to Applicable Law and any required Data Security Agreement, all technical data related to this Agreement that exists in the offices of the City or in the offices of the Contractor shall be made available to the other party to this Agreement upon written request and without expense to such other party.

ARTICLE 8 -- RESPONSIBILITIES OF CITY

- 8.1 City shall, with Joule's support, promote and advocate for the CCA Program and educate the public, including without limitation:
- 8.1.1 Supporting the scheduling and facilitation of public meetings to disseminate educational information; and
 - 8.1.2 Allowing use of municipal logo or seal and letterhead for CCA Program promotion; and
 - 8.1.3 Supporting the promotion of the CCA Program through use of municipal website, social media, municipal newsletter and other municipal communication tools and press outlets.
- 8.2 City shall, in collaboration with Joule, support in a timely manner CCA Program implementation, including without limitation:
- 8.2.1 Participating in the solicitation, review, selection and award of a Compliant Bid to one or more Energy Supplier(s); and
 - 8.2.2 Providing municipal authorizations as requested by Joule such authorizations subject to approval by the City and its legal counsel.

- 8.2.3 Executing one or more approved ESA(s) with one or more Energy Supplier(s); and
 - 8.2.4 Reviewing and approving of all communications including without limitation opt-out letter, solicitations and marketing materials; and
 - 8.2.5 Directing CCA Program questions to Joule.
 - 8.2.6 Assigning a CCA Program liaison, whose name and contact information will be publicly posted and included in Program materials, and whose responsibilities will include responding to inquiries by City residents and review and approval of materials related to public outreach and education, as requested by Joule.
- 8.3 Nothing in this Agreement shall obligate City to enter into any ESA.

ARTICLE 9 – TERM

- 9.1. The term of this Agreement shall be for 3 years. The Agreement shall commence on the date the Agreement is fully executed by both parties and shall terminate on _____, 2026, unless sooner terminated pursuant to the provisions of this Article 9 provided, however, if one or more ESA(s) is executed by the City during the term, the term of this Agreement shall extend until the later of expiration or termination of any such ESA (including for the period of any renewal or extended term) that is last in effect and the term set forth in this Article 9.1.
- 9.2 This Agreement may be extended and renewed for additional terms upon the mutual, written agreement of the Parties hereto.
- 9.3 The City may, in writing and in accordance with the notice provision in Section 12 (Miscellaneous Provisions) terminate this Agreement in whole or in part at any time in advance of execution of an ESA(s), (i) upon the material failure of Contractor to comply with any of the terms or conditions of this agreement by providing at least thirty (30) days' prior written notice to the other party, which notice shall include a list of deficiencies and the opportunity to cure the deficiencies within the thirty-day period, or (ii) upon the Contractor becoming insolvent or bankrupt. In the event of execution of an ESA(s), termination provisions of the ESA will govern.
- 9.4 Prior to execution of an ESA(s), either party may terminate this Agreement for material breach by providing at least thirty (30) days' prior written notice to the other party, which notice shall include a list of deficiencies and the opportunity to cure the deficiencies within the thirty-day period. Prior to terminating this Agreement, a Notice of Termination must be given in writing and in accordance with the notice provision in Section 12 (Miscellaneous Provisions). In the event of execution of an ESA, the termination provisions of the ESA shall govern.

In the event the City terminates this Agreement or the Contractor terminates this Agreement in accordance with Section 9.4, the City shall pay to the Contractor full payment for services performed and expenses incurred under this Agreement as of the effective date of the termination consistent with the provisions of Article 4 (Compensation).

- 9.5 The City may immediately cancel this Agreement on notice to Contractor if any work under this Agreement materially conflicts with the provisions of any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

ARTICLE 10 – INSURANCE AND RISK MANAGEMENT

- 10.1 The parties agree that Contractor, its agents, officers, and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the City.
- 10.2 Joule agrees to hold harmless, defend, and indemnify the City, and the elected officials, officers, agents, and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith including, without limitation, reasonable attorney fees and costs of litigation and/or settlement, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of Joule, its directors, officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.
- 10.3 Joule shall not commence work until the City has received evidence of the insurance required in this section and approved the same, which approval shall not be unreasonably withheld.
- 10.4 Joule shall obtain the following policies and coverages. The insurance furnished by the Joule under this section shall provide coverage in amounts not less than the following unless a different amount is stated herein:
- 10.4.1 Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.

The minimum liability limits shall be as follows:

\$3,000,000	General Aggregate
\$1,000,000	Each Claim - combined single limit for bodily injury and property damage.

10.4.2 Business Automobile Liability Insurance, on an occurrence basis, shall cover owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, property damage, and contractual liability.

The minimum liability limits shall be as follows:

\$1,000,000 Each Accident - combined single limit for bodily injury and property damage.

10.4.3 Workers' Compensation Insurance, shall include Employer Liability limits of \$1,000,000 and other limits required under New York law.

10.4.4 Professional Liability Insurance (a/k/a Errors and Omissions insurance), if applicable, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and provide insurance for professional liability in the amount of \$1,000,000 each occurrence. At a minimum Joule shall obtain and maintain professional liability insurance on a claims-made basis for no less than \$1,000,000 each claim and \$2,000,000 annual aggregate, and certification of coverage shall be submitted to the City upon signing of this Agreement. If the total contract amount exceeds \$1,000,000, the Contractor shall renew and keep such insurance in effect for at least ten (10) years after the recordation of the notice of completion.

10.4.5 Insurers shall be authorized in the State of New York to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or carrier acceptable to the City.

10.4.6 Joule shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage.

10.4.7 The scope of coverage and deductible shall be shown on the certificate of insurance.

10.4.8 The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the City, and without ten (10) days' notice for non-payment of premium.

10.4.9 Renewal certifications shall be timely filed by Joule for coverage until the work is accepted as complete.

10.4.10 Joule shall notify the City in writing of any material change in insurance coverage.

10.4.11 Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:

10.4.11.1 For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.

10.4.11.2 For claims related to the work, Joule's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees, representatives, volunteers, and agents shall be in excess of the Joule's insurance and shall not contribute with it.

10.4.11.3 Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.

10.4.11.4 The City, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

10.4.12 Any deductible under any policy of insurance required in this section shall be the Contractor's liability.

10.4.13 Acceptance of certificates of insurance by the City shall not limit Joule's liability under the Agreement.

10.4.14 If the City is damaged by the failure of Joule to provide or maintain the required insurance, the Joule shall pay the City for such damages.

10.4.15 Joule's obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.

ARTICLE 11 – CONFIDENTIAL INFORMATION.

11.1 During the term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or

proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information". Confidential Information shall not include information that, at the time of disclosure:

- (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 11.1 by the Receiving Party or any of its representatives;
- (ii) is or becomes available to the Receiving Party on a non -confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information;
- (iii) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party as demonstrated by written records;
- (iv) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information as demonstrated by written records; or
- (v) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (the "Order"), provided that in such event the Receiving Party shall give the Disclosing Party prompt written notice of the Order and shall reasonably cooperate with the Disclosing Party prior to disclosure to provide the Disclosing Party with the opportunity, at Disclosing Party's expense, to interpose any and all objections it may have to disclosure of the information required by the Order, or to otherwise limit any disclosure required by the Order to the maximum extent permitted by law and all information disclosed shall otherwise remain Confidential Information until another exception exists described in this Section 8.1.

11.2 The Receiving Party shall:

- (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- (B) shall use or cause the Confidential Information to be used only to administer this Agreement and in a manner consistent with the terms and conditions of this Agreement and at no time shall the recipient party otherwise use the Confidential Information for the benefit of itself or any other third party or in any manner adverse to, or to the detriment of, the disclosing party or its affiliates or their respective shareholders. Neither party will identify the other party or its employees, corporate affiliates, or other owners of Confidential Information in any press release or publicity statement, advertising, sales/marketing material, or other communication to the public without the prior written authorization of the Disclosing Party.

- (C) not disclose any such Confidential Information to any third party, except to the Receiving Party's representatives, or approved subcontractors, who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement, and who are under confidentiality obligations at least as protective as this Agreement.
 - (D) be responsible for any breach of Section 11.1 caused by any of its representatives or subcontractors. In the event that a request is known to have been made by anyone seeking a court order disclosing any Confidential Information, the Receiving Party will provide (if permitted by the court order) the Disclosing Party with at least fifteen (15) days' notice identifying the information sought to be disclosed, the name, address and telephone number of the third party seeking disclosure, the reason for the requested disclosure, the case style, case number and court having jurisdiction over the action, if any, in which disclosure is sought, and will provide copies of the request for disclosure.
- 11.3 All Confidential Information of a party shall remain the exclusive property of such party, and no right, title or interest in or to any of the Confidential Information or any material developed therefrom is transferred to the recipient party hereby or by its delivery to the recipient party hereunder.
- 11.4 All affiliates of a recipient party and all directors, officers, employees, agents and representatives of a recipient party or its affiliates shall be included within the definition of "recipient party" for purposes of this Agreement and shall be bound by the terms and conditions of this Agreement. The recipient party shall be responsible for any breaches of this Agreement by any of its affiliates and any directors, officers, employees, agents and representatives of such recipient party or its affiliates.
- 11.5 Compliance by the City with the New York State Freedom of Information Law ("NY FOIL") shall not be a violation of this Article and City shall have no duty to litigate or defend any action against it under the NY FOIL; provided, however, if legally permitted City shall provide notice to Joule of any such compliance prior to disclosure which results in the disclosure of information otherwise prohibited by this Agreement.
- 11.6 The obligations under this Article 11 shall survive the termination or expiration of this Agreement.
- 11.7 Notwithstanding anything to the contrary in this Agreement, any information relating to the CCA Program that is subject to a Data Security Agreement executed between the Contractor and the Distribution Utility (a "**Data Security Agreement**" or "**DSA**"), shall be subject to such DSA and may only be disclosed to or used by the City in accordance with such DSA.

ARTICLE 12 – MISCELLANEOUS

- 12.1 Contractor, in accordance with its status as an independent contractor, covenants and agrees that Contractor will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.
- 12.2 Contractor agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Contractor agrees that neither it nor its sub-consultants shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.
- 12.3 Contractor certifies compliance with providing a drug-free workplace.
- 12.4 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 12.5 Contractor warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Contractor or subcontractors for work performed in the execution of this Agreement, or for any architectural or engineering services, public or private, performed for the Contractor or its subcontractors.
- 12.6 This Agreement shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.
- 12.7 Contractor may not assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or its power to execute such

Agreement, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Agreement and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom the Contractor shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the City.

- 12.8 Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as follows:

12.8.1 Notice served upon the City shall be delivered to:

City of Newburgh
ATTN.: Todd Venning, City Manager
83 Broadway
Newburgh, New York 12550

with copy to:

City of Newburgh
ATTN.: Michelle Kelson, Corporation Counsel
83 Broadway
Newburgh, New York 12550

12.8.2 Notice served upon Joule shall be delivered to:

Joule Assets, Inc.
ATTN: Jessica Stromback
2875 Route 35 (a.k.a. One Pepsi Way)
Katonah NY 10536
jstromback@jouleassets.com

with a copy to

Stephen Filler, General Counsel
Joule Assets Inc.
c/o United Corporate Service
10 Bank Street, Suite 560
White Plains, NY 10606
sfiller@jouleassets.com

- 12.9 In the event of any claims made or any actions brought against the City in connection with the Agreement, Contractor agrees to provide all information

and assistance in the City's opinion that is reasonably necessary to defend such Claim.

- 12.10 The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Agreement. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.
- 12.11 This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.
- 12.12 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Agreement may be amended by mutual consent of the parties hereto in writing.
- 12.13 This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.
- 12.14 In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.
- 12.15 Contractor shall be responsible for the terms and conditions stated in this Agreement for work performed by Contractor and its subcontractors.

ARTICLE 13 – CERTIFICATION FOR FEDERAL-AID CONTRACTS (IF APPLICABLE)

- 13.1 Should this Agreement, or any portion thereof, be funded with federal aid, Contractor certifies, by signing this Agreement, to the best of its knowledge and belief, that:

- 13.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

13.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

13.1.3 The signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

13.1.3.1 Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

13.1.3.2 Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

13.1.3.3 Does not have a proposed debarment pending; and

13.1.3.4 Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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[Signature and Acknowledgment Pages to Follow]

Signature Page
Community Choice Aggregation Administrator Agreement
City of Newburgh / Joule Assets, Inc.

IN WITNESS WHEREOF, Contractor and the City have executed this Agreement the day and year herein mentioned.

DATED: _____, 2023

CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager
Per Resolution _____

DATED: _____, 2023

JOULE ASSETS, INC.

By: _____
Name: _____
Title: _____

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

On this ____ day of _____, in the year 2023, before me personally appeared Todd Venning, 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

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

On this ____ day of _____, in the year 2023, before me personally appeared J. _____ 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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[Schedules to Follow]

SCHEDULE A SCOPE OF SERVICES

A. Joule shall perform outreach and education activities on behalf of the City for the CCA Program, including without limitation:

(a) Provide public outreach and education for the CCA Program for a minimum of the duration and breadth required by the PSC.

a. Public outreach and education program shall to include the following minimum campaign:

Item	Description	Budget*
1	Website and Social Media Launch Joule develops and operates the program website Develop and operate social media accounts including Facebook, Instagram, Twitter and YouTube.	\$2,500
2	Flyers and Printed Materials Joule will provide key materials to the municipality for local distribution.	\$1,000
3	Begin Press Releases and Media Availability Articles in print news media, blogs/social media, and newsletters of local organizations; interviews with local news media; recorded public service announcements, and presentations to community groups.	\$2,500
4	Paid social media, Print, and Radio Ads Posts and ads on social media, local print and digital media, and radio. Key messages include program branding, FAQ, program benefits, event promotion and how to find further information.	\$2,500
5	Event Tabling and Group Presentations as Needed Availability to be communicated via social media, articles, ads, and City communications. Staff local dedicated events (such as farmers' markets, fairs, and festivals), presentations to community groups, etc.	\$750
6	Public Information Meetings Minimum of three public education meetings. The first is a kickoff meeting, the second is a general information session, and a third is held after the bid is awarded but before the notification letters go out; this is done to disclose rates, consumer options, program timeline, etc. Materials will be created and shared on social media and local news outlets where appropriate.	\$500

7	Ongoing CCA/CDG Education Efforts Utilize software for maintaining customer management platform. Provide customer service by phone and email. Outreach and education through e-newsletter were appropriate including savings updates, program progress, upcoming events. Small group presentations and community education workshops can be offered as needed and coordinated throughout the municipality.	\$2,000
	Total	\$11,750

* Estimated costs for Contractor to perform outreach and education services.

B. Joule shall implement the CCA Program on behalf of the City, including without limitation:

- (a) Prepare a CCA Program implementation plan and comply with a Data Security Agreement executed between Joule and the Distribution Utility in accordance with the CCA Orders; and
- (b) Provide to the PSC, requested information and documentation of the actions undertaken by the City in connection with the CCA Program and receive required regulatory approvals from the PSC, as required by Applicable Law; and
- (c) Manage the procurement process, including without limitation, preparing bid specifications, procuring competitive bids, reviewing responses and negotiating ESA(s) with selected Energy Supplier(s) that are most advantageous to the CCA Program and City; and
- (d) Secure the release of data from the Distribution Utility and manage data in compliance with all national, state and local laws, regulations and other government standards including a Data Security Agreement executed with the Distribution Utility; and
- (e) Prepare opt-out letter and manage printing and mailing of letter to Eligible Consumers; and
- (f) Manage the opt-out process including staffing of a call center to respond to questions or requests to opt-out; and
- (g) Conduct public outreach and education; on at least an annual basis, for the purpose of maintaining public support and awareness for the CCA Program; and
- (h) Provide reports to the City and PSC as required by the CCA Orders including without limitation annual reports to be filed with the City by March 31 of each year and cover the previous calendar year; and
- (i) Provide CCA Program update reporting on a quarterly basis including performance metrics such as:
 - a. Rate performance (v. Central Hudson rates)
 - b. Supplier's performance: compliance with supply contract, complaints, defaults, litigation and penalties, customer service record, changes in credit/financial stability, changes in organizational structure
 - c. Community engagement (e.g., website activity, contacts submitted through contact form, attendance at events, review of local press

- coverage, calls/questions received, etc.)
- d. Program enrichment (i.e., remote crediting, demand management, energy efficiency, electric vehicle, and/or storage programs; enrollment/participation; measured performance)
 - e. Greenhouse gas emissions deferred
 - f. Municipal carbon intensity improvements
- (j) Support communications between the Distribution Utility, Energy Supplier(s) and DPS, as required to enable a successful CCA Program;

SCHEDULE B

Joule RFP Proposal dated August 18, 2023

SCHEDULE C TIMETABLE

Task	Stage	Status/ Timing*	Lead	Comments
Adopt enabling local law	I	Complete	City	Approved by City Council
Identify Program goals	I	Complete	City	Expressed through Issuance of RFP
Select CCA Administrator	I	In process	City	Current task
Develop and submit Implementation and Data Protection Plans	I	Complete	Administrator	Master Implementation Plan and Data Protection Plan approved 3/2018
Public outreach	II	2 months+	Administrator	Minimum 60-day outreach mandated by Public Service Commission. Continues via multiple channels and media through Stage III
Data Security Agreement (DSA) with Central Hudson	II	Complete	Administrator	Executed
Aggregated data request & analysis	II	1-3 weeks	Administrator	Central Hudson has 20 days to produce
Prequalify suppliers and collect indicative pricing	II	2 weeks	Administrator	Joule will deliver an executive summary to City
Resolution to approve energy supply bid and supply contract	II	2-4 weeks	City	Represents central decision point for the City to move ahead with CCA Program
Solicitation for energy supply	II	1 month	Administrator	RFP reflects criteria reflects Resolution
Recommendation of award to retail supplier(s)	II	Upon receipt of bids	Administrator	Joule will deliver a bid summary with recommendation
Award and execute supply contract(s)	II	Upon award of bid	City / Administrator	
Submit Municipal Filing for DPS Approval	II	Upon award of bid	Administrator	DPS approval required to access data necessary for Notification Mailing
Notification Mailing	III	1 week	Administrator	30-day opt-out period begins upon Mailing
Process opt-outs and enrollments	III	1 month	Administrator	Process and submit enrollment changes as needed
Program Launch	III	10 days		Customers officially switched to CCA rate

SCHEDULE D COMPENSATION

Joule shall include in any Energy Services Agreement entered into on behalf of City a provision for payment by the provider of an administrative fee to Joule. Such fee will be specified in any Requests for Bids or other procurement solicitation and will be the sole means by which Joule will be compensated for its services of conducting public education, procurement, regulatory compliance, and contracting monitoring services as agent for City.

In no event shall the City be required to make a payment to Joule for Joule's CCA Program Administration or other services, or for any expenses in relation to the CCA Program, except as agreed in writing by the City.



Proposal for: Community Choice Aggregation Administrator
August 18, 2023

Attention:

City of Newburgh
City Hall, Office of the Comptroller
83 Broadway
Newburgh, NY 12550
mkelson@cityofnewburgh-ny.gov

Submitted by Consultant:

Joule Assets, Inc.
2785 Route 35, (1 Pepsi Way) 6 South
Katonah, NY 10536
Ph: 914-977-3444
www.joulecommunity.com

Glenn Weinberg
Vice President
Joule Community Power
gweinberg@jouleassets.com
646.785.7204

Joule Community Power, a division of Joule Assets, Inc. ("Joule") hereby submits a proposal in response to the Request for Proposals for Community Choice Aggregation (CCA) Administrator issued by the City of Newburgh (the "City"). We certify that the proposal will remain in effect for ninety (90) days or until the contract is awarded. Everything in this submission is confidential, subject to the City's obligations under New York's Freedom of Information Law.

Joule is the sole applicant and serves as **CCA Administrator**. Joule spearheads all operational tasks of the Program, including energy procurement, regulatory compliance, contract negotiation, and utility interface.

Joule is a privately-owned corporation specializing in market representation, products, and services in the areas of clean energy, efficiency, and demand management. Joule partners with municipalities to develop community-scale clean energy solutions, empowering communities to set and achieve aggressive clean energy and energy reduction targets. Joule Assets and its principals have been recognized as pioneers in demand-side and renewable markets throughout the U.S. and Europe and sit on several New York State working groups convened by the Public Service Commission.

Joule was the first administrator to offer community solar and the only administrator currently authorized in New York to offer the financial and other benefits of Opt-Out Community Solar, including lower costs, no contracts for consumers, single billing, and simplified enrollment. In 2021, Joule launched the first opt-out community choice solar program in the United States.

Joule is a consistent leader in the development and advancement of community energy policy, and an experienced CCA Administrator in New York State. Joule's Public Service Commission-approved¹ Implementation Plan and Data Protection Plan² is the **only such plan to include the integration of local clean energy resources, and a direct procurement of 100% New York State renewable energy** default supply option for CCA customers.

The information needed to link to these documents can be referenced in **Appendix A**.

Joule's expertise is in designing and implementing new consumer-protective energy supply contracts and innovation of new policy and energy solutions.



Joule principals pioneered Westchester Power, the first operational CCA program in New York State. Largest renewable energy purchase in NYS history. Saved customers more than \$15 million in the first contract.



Joule is a NYSEDA consultant (contract value: >\$500,000). Multi-year contract to develop CCA resources, research and program design, and stakeholder tools.



Rockland Community Power, CCA program launched in November 2020
Six municipalities. Saved residents over \$2 million relatives to utility rates over the first fourteen months.



48 Municipalities have partnered with Joule to launch CCA programs throughout NYS; representing 400,000+ households. The CCA programs have yielded a total of more than \$6 million in savings since July 2021.



Joule serves 600+ Target stores (60 in New York) with a peak demand management service. Target saved more than \$1,500,000 in 2019.



In 2021, Joule launched the first opt-out community choice solar program in the United States. The groundbreaking offering was made available to more than 3,800 households and small businesses, reducing electricity bills by up to 10% for the next 25 years.

Glenn Weinberg

General Manager, Joule Community Power

¹ "Order Approving Joule Assets' Community Choice Aggregation Program with Modifications" ("Joule Order"), issued March 16, 2018 in Case 14-M-0224. Access online at: <http://documents.dps.ny.gov/public/Common/ViewDoc.aspx?DocRefId={4B0C3897-D3E2-4E5F-B0ED-2CEBFC6482FC}>

² Access online at:

<http://documents.dps.ny.gov/public/Common/ViewDoc.aspx?DocRefId={27DAFE97-1C17-4F90-8965-0FF60478C2B3}>

<http://documents.dps.ny.gov/public/Common/ViewDoc.aspx?DocRefId={D36A5F19-0D67-42CB-B54D-768940A6E675}>

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Section 1 – Organization Overview

1.1 Joule Community Power

Joule Assets Inc. is a privately-owned corporation founded in 2010 with the mission to expand market access for small customers, incentivize community-scale clean energy development and achieve broad-based energy reduction. Joule helps to scale the renewable generation and energy efficiency markets by driving regulatory change and implementing new business models, software and business tools that simplify market flows. This capability is built on a foundation of national and international energy market experience and leadership in enhancing buying and selling opportunities for consumers, spanning more than 60 years.

Joule is the largest CCA Administrator in NYS, and is the state leader in municipal clean energy programs. **Joule customers saved more than \$18 million in 2022 and have avoided more than 150,000 tons of CO_{2e} since 2019.**

In addition to Community Choice Aggregation (“CCA”) Administration, Joule provides a suite of clean energy and energy efficiency consulting services to New York State municipalities including project origination, community solar and battery storage program management, electric vehicle charging infrastructure and accessing state and federal funding and incentives. Joule is the first and only firm to integrate community solar or Community Distributed Generation (“CDG”) subscriptions into CCA programs.

Joule is headquartered in Katonah, NY, employs twenty-five staff members, and keeps normal business hours, Monday through Friday 9am to 6pm.

With financial support from the European Commission, Joule Assets Europe provides IT and process support for access to innovative financing solutions and strategic support for energy efficiency, distributed renewables, and storage.

In the U.S., Joule innovated and implemented an insured energy efficiency product that allows small businesses throughout the U.S. to upgrade their facilities at no out-of-pocket cost, guaranteeing electricity savings for five years, while covering all energy costs for newly upgraded facilities. This model is now being developed into a residential efficiency financing product.

1.2 CCA Program Savings and Environmental Impact

Joule serves as CCA Administrator for 56 cities, towns and villages in New York State, representing more than 800,000 New Yorkers. Customers in Joule-managed CCA programs saved more than \$18 million in 2022, and since 2019 have purchased more than 1.5 million MWh of NYS renewable energy. This includes **25 communities in the Hudson Valley, which have saved more than \$15 million and have avoided more than 100,000 tons of CO_{2e} from renewable energy purchases.**

Section 2 – CCA Administrator Team

2.1 Joule Project Team Bios and Qualifications

Mike Gordon – Founder & Chief Strategy Officer – operating out of Joule’s Katonah, NY offices; A founder of two pioneering energy companies, Mike Gordon is considered a founder of the Energy Reduction Asset class, a key architect of new financing solutions for the energy efficiency marketplace, a “founding father” of the demand response industry and a key player in the introduction and development of the CCA market, nationwide.

Mike scaled the nation's first heating oil buying collective as leader of The New York Public Interest Group's (NYPIRG) "Fuel Buyers Group" beginning in 1981. Mike founded six heating oil buying collectives, still operational today. The heating oil collective movement saves northeast consumers hundreds of millions of dollars per year on their home heating bills.

In 2000, Mike founded ConsumerPowerline (later "CPower"), the first demand response aggregator in the United States, pioneering what is now a \$2 billion annual industry in the United States. For his development of ConsumerPowerline, Mike was honored with Ernst & Young's "Entrepreneur of the Year" award.

In 2015, he was elected Founding Chair of Sustainable Westchester's Board of Directors. Following his leadership in designing the program, Sustainable Westchester implemented New York State's first CCA program.

Mike holds an M.A. in Public Administration from Harvard's Kennedy School, an M.B.A. from the Wharton School at the University of Pennsylvania, and a B.A. from the State University of New York at Binghamton.

Jessica Stromback – Chief Executive Officer – operating out of Joule's Katonah, NY offices; In this role, Jessica oversees the management and operations of the company, as well as the smooth rollout and operations of its service offerings, including CCA, CDG, and the deployment of the eQuad energy efficiency platform in Europe.

Jessica is also co-founder and Board Member of Smarten. Smarten's vision is to promote the active participation of flexible demand side resources in European electricity markets – to ensure consumer benefits, increase security of supply and reduce carbon emissions. The 47 Smarten Members represent over 150 million European consumers.

Before joining Joule: Jessica served as Chairman of VaasaETT Ltd. She has served as project manager for multiple European Grants and consultancy projects. She has also participated in or led consultancy and research projects for ADEME, Schneider Electric, Microsoft, Nuon, EDF, Capgemini, RWE, Landis & Gyr, Panasonic, CREIPI of Japan, British Gas, Bord Gáis, Union Fenosa, BC Hydro, TietoEnator, E-control, Israeli Electric and Onzo, among others. She has a B.A. from the University of Vaasa Finland.

Glenn Weinberg – Vice President – operating out of Joule's Katonah, NY offices; Joule Community Power; manages Joule Community Power, a Joule Assets business unit that empowers communities to set and achieve aggressive clean energy targets through innovative integrated community-scale clean energy offerings. Before joining Joule, Glenn was central in the design and implementation of Westchester Power, serving as Director of New York State's first community choice program, which procured renewable energy on behalf of more than 110,000 homes. This represents the largest renewable energy purchase in New York State history, generating in excess \$15 million of savings to consumers in the first two years of operation. Glenn was previously a professor of environmental sociology and urban sustainability at City University of New York. He holds a B.A. from the University of Michigan.

Louise Gava - Director of CCA Operations and Regulatory Affairs – operating out of Joule's Katonah, NY offices; has recently joined Joule Community Power as the Director of CCA Operations and Regulatory Affairs. In this role Louise supports municipalities in all aspects of CCA Project implementation. Additionally, she works internally to develop and implement streamlined processes across Joule's

aggregations and to adapt Joule's offerings to the changing regulatory policy and market conditions.

Prior to joining Joule, Louise spent over four years supporting the development of New York State's CCA regulations and program implementation for over two dozen municipalities. Louise is founder and owner of Northern Power & Light, a community energy business that focuses on directly connecting end uses with local and ecologically appropriate renewable electricity sources. She has experience educating and supporting municipalities, public and private educational institutions and residents in decisions related to energy procurement and renewable energy development. Louise spent the first eight years of her professional career serving as the first Sustainability Coordinator of St. Lawrence University.

Hannah Karp- Director of Municipal Care

Peggy Kurtz – Community Coordinator – Focused on the Rockland Community Power program and a longtime environmental advocate and community leader, Peggy joined Joule Community Power in 2020 to manage the Rockland program and to do outreach to new communities in Rockland and Orange Counties. Prior to joining Joule, Peggy worked as Director of Cultural Arts and Greening Coordinator at a large community center in NYC, where she was responsible for planning, but also for all outreach and public engagement for the program. Her work as Greening Coordinator entailed working to secure grants and reduce the carbon footprint of operations, as well as establishing a community group to work on environmental issues. She also ran an immigrant tutoring program and an interfaith initiative, working with faith and community groups in a highly diverse community. Peggy has worked as a community leader on environmental issues for many years. In Queens she was an appointed member of the Solid Waste Advisory Board. In Rockland, she launched a branch of Sierra Club in 2006, which has led local efforts on local climate action. She also co-founded and leads the Rockland Water Coalition, which successfully advocated to establish a County Water Task Force. Peggy is an appointed member of the County Water Task Force. She co-chairs the Upper Nyack Climate Smart Communities Task Force. As a resident, Peggy was one of the community leaders who was instrumental in bringing Joule's CCA program to Rockland County. Peggy has won several awards for her work, including an EPA Regional Award as one of three co-leaders of the Rockland Water Coalition.

Please reference **Appendix B** for core project team resumes.

2.2 Project Team Organization

Glenn Weinberg (Joule) will serve as the Designated (CCA program or project) Administrative Manager.

CCA Administrative Manager:	Glenn Weinberg
Email:	gweinberg@jouleassets.com
Number:	(646) 785-7204

Glenn Weinberg is responsible for coordination of the Joule team, which spearheads technical program operations including regulatory and utility requirements, energy procurement, contract negotiation, outreach processes and marketing support.

Beyond the key personnel listed in Section 2.1 there are additional support staff that will be assigned to this contract. No additional staff will need to be hired to carry out the scope of services set forth in this proposal.

Section 3 – Cost Proposal and Program Fees

Cost to Complete Scope of Services

Other than what is described below, all costs associated with Program implementation including production and distribution of outreach materials, data security (hardware, software, networking), operational expenses are covered by Joule at their own expense with no balance sheet impact to the City. We shoulder the risk that if we fail to present the City with suitable contract terms and worthy counterparty(ies), and no contracts are executed, the City is under no obligation whatsoever to compensate Joule.

While there are no out-of-pocket consulting fees for the City, there are costs associated with the following municipal action required for implementation:

1. Legal review of enabling legislation, supply contract, other Program-related agreements.
2. Filing of local law and adding to code/charter (complete).
3. Noticing of public hearing and outreach events.
4. Integration of CCA Program information on municipal website.
5. Staff time (education, selection of administrator, document review, analysis of proposals).

CCA Administrative Fees

Electricity: \$.0025/kWh

Fees are paid to Joule by the contracted supplier(s) and/or renewable provider, not by the City, and will not appear as an additional charge on customers' utility bills. Retail suppliers must submit all-in supply rate bids inclusive of Administrative Fees and are responsible for remitting the fee to the Consultants.

Administrative Fees impact Program rates in that they are one of several considerations in the suppliers' "all-in" bids. This bundled bid reflects the total cost of service including energy prices and other products required for retail service, hedging instruments, supplier internal administrative costs, and pricing risk.

Data Acquisition

There are no costs or fees associated with data acquisition. Data is acquired in advance of Program launch. To be clear there is no financial burden on the City for the procurement of utility customer data.

Savings Estimates

Although savings for CCA electricity supply are not guaranteed and depend on market movement, Recent CCA contracts in New York State (all Administrators) have demonstrated significant savings. Performance has been in the historical range, for CCA programs in New York and other Northeast markets ranging from 5-10% against utility rates.

Subcontractors

There are no subcontractors for this proposal at this time.

Additional Costs to the City

Administrative fees are inclusive of all services described herein, however there may be additional management fees should the City pursue supplemental partnerships with renewable projects or engage Joule for consulting or program management services outside the Scope of Services. These fees will be dependent on the additional scope requested and will be negotiated at that time.

Section 4 – Qualifications

4.1 Joule New York State CCA Programs and Municipal Client References

See below for brief descriptions of CCA programs designed and actively managed by Joule, and **references for elected officials in client communities** those CCA programs launched throughout New York State.

Joule principals pioneered <u>Westchester Power</u>, the first operational CCA program in New York State. Largest renewable energy purchase in NYS history. Saved customers more than \$17 million in the first contract. This program is Administered by Sustainable Westchester, not Joule, but the City of Newburgh should feel free to contact participating mayors and supervisors as references related to the pioneering work of Mike Gordon (Joule CEO and Founding Chair of Sustainable Westchester) and Glenn Weinberg (Joule VP, inaugural Program Director of Westchester Power).
<u>Hudson Valley Community Power</u>, CCA program launched in July 2019. hudsonvalleycommunity.com Twelve municipalities and more than 30,000 in Central Hudson service territory. Current contract runs through June 2025. Standard, 50% Renewable, and 100% Renewable supply options. Town of Marbletown Rich Parete, Supervisor (845) 687-7500 x7 supervisor@marbletown.net
<u>Orange & Rockland</u>, CCA program launched in November 2020. rocklandcommunitypower.com Eight communities and more than 35,000 customers in Orange and Rockland counties. Current contract runs through September 2024. Standard, 50% Renewable, and 100% Renewable supply options. Clarkstown George Hoehmann, Supervisor 845 639-2000 g.hoehmann@clarkstown.org Robert Alberty, Chief of Staff and Finance Director 845 639-2074 r.alberty@clarkstown.org
<u>Upstate Municipal References</u> Town of Geneva, NY Mark Venuti, Supervisor (315) 789-3922 supervisor@townofgeneva.com Village of Brockport Margaret Blackman, Mayor 585-637-5300 ext. 116 mblackman@brockportny.org Village of Lima John Wadach, Deputy Mayor 585-624-1502 jwadach@villageoflima.us City of Rochester Shalini Beath, Office of Energy and Sustainability (585) 428-6939 shalini.beath@cityofrochester.gov

4.2 Joule's Community Choice Solar Offering

Almost 50% of homes are unable to host solar panels. Community solar enables consumers to enjoy the benefits of solar without installing panels on their rooftop, and without any fees. Through the Community Choice Solar program, consumers support the development of one or more local or regional solar projects while benefiting from a guaranteed discount on their electric bill. Current requirements dictate that these solar energy projects be located within the same utility service territory as the customer.

Joule is the **only** CCA Administrator in NYS approved to offer opt-out community solar programs through CCA. By combining community electricity supply and community solar, Joule has created a CCA program that saves money for residents, grows the local economy, and helps meet New York State's climate goals. By enrolling residents by default, the program becomes accessible to a broader population.

In 2021, Joule launched the first opt-out community choice solar program in the United States. The groundbreaking offering is now available to more than 3,800 households and small businesses, reducing electricity bills by up to 10% for the next 25 years.

As is the case with CCA, Community Choice Solar is incentivized through programs such as NYSEDA's Clean Energy Communities and DEC's Climate Smart Communities. Therefore, enacting the program would allow further points towards grants.

In addition to these opportunities, the Community Choice Solar Program has benefits such as:

- Support local renewable energy
- Guaranteed savings
- No rooftop panels required
- No maintenance costs
- No contract for customers
- No sign-up or cancellation fees
- No credit screens
- Simplified billing
- Program oversight

As the CCA Program Administrator, Joule works to select a community solar provider on behalf of each community. Residents and small businesses are then automatically allocated a share of a solar farm that feeds clean solar energy into the local utility grid. Bill credits (derived from NYS incentives for clean energy generation) are then applied to participants' electricity bills for the energy produced by their share of the solar farm.

Participation in Community Choice Solar programs have also generated local funding. Joule has established a *Giving Back* program as a means of directly investing a portion of fees collected in local sustainability projects within participating municipalities. To date, Joule's Giving Back program has raised more than \$150,000 for a wide variety of sustainability projects throughout New York. In 2020, Joule communities raised nearly \$20,000 for local COVID-19 relief efforts through the Giving Back program.

Please note that as of the date of this proposal, Community Choice Solar has only been authorized for a select number of Joule clients as a demonstration. The Public Service Commission is now considering expanding the authority to offer Opt-out Community Solar to the rest of the state beyond the initial demonstration communities. Community Choice Solar is not yet available to the City.

Section 5 – Program Design/Proposed Approach to CCA Administration

5.1 Goals and Objectives

Joule works diligently to incorporate clean energy products and services into our offering.

5.1a Local Clean Energy

New York State has set aggressive clean energy targets, mandating that 70% of the state's electricity be produced by renewable sources by 2030. In order to meet these goals, the Governor's Office, PSC, and NYSERDA have collaborated on a new tariff structure incentivizing local community-scale clean energy, or CDG projects. Joule's is the only approved Implementation Plan that explicitly integrates bill credits offered by CDG projects, providing guaranteed savings to subscribers and as a result, Joule is the only Administrator authorized to integrate these credits into a CCA program.

5.1b Project Origination

Joule will work with the City, local landowners, renewable generation and storage developers to identify potential projects in the City during the term of our contract. This includes projects that would be developed on City owned land and buildings, as well as privately developed projects. In this capacity, Joule serves as site owner's rep, soliciting and evaluating offers, maximizing available state and federal funding and incentives as well as developing contract terms. We will explore solutions that advance the goals of 100% renewable energy and local economic growth.

5.1c Community Microgrid Project Development

Joule has had deep involvement with more than a dozen projects that have gained funding to plan through NYSERDA's NY Prize program- a \$40 million grant opportunity to fund microgrid projects throughout New York State. This is a multi-phase funding program that funded planning, then will whittle the field down from over 150 initial proposals to eleven projects that have received or will receive \$1 million design grants. Joule brings consulting experience with microgrid design, ownership structures, and value streams.

5.1d Pre-qualify Prospective Energy Suppliers

Joule will prequalify suppliers based on the following criteria with a request for qualifications (RFQ):

1. Service credentials:
 - a. Experience supplying CCA programs, past or current.
 - b. Size and geography of mass market customer base.
 - c. Infrastructure assets owned by parent company.
 - d. Customer service infrastructure.
2. Indicative pricing based on preliminary load size, shape, factor, and location
3. Tolerance for key consumer protection and clean energy opportunity supply contract provisions.
4. Financial strength/credit worthiness.
5. Previous sanctions, judgements, regulatory infractions.
6. New York State Environmental Disclosure Program compliance.
7. Ability to conform to utility data security and service requirements.

5.1e Commodity Supply Contracts

Protective Contract. Joule's contract development process is transparent and inclusive. More than 50 municipal attorneys have vetted and improved Joule's supply contract. The City will have an opportunity to review and approve the contract to ensure that their priorities are reflected. Suppliers are given a limited opportunity in advance of the bidding process to suggest contract

redlines, all of which must be approved by the City. Fixed-rate, free exit (opt-out or cancellation) contract acts as a cap on energy rates. Customers are free to go back to Central Hudson anytime.

Aligned Interests. Joule is hired by the City to represent its interests and remains impartial throughout the procurement process. Joule certifies that it is supplier-neutral and has no ownership ties, partnerships, or other business relationship with any specific supplier. Each supplier has an equal chance of winning the bid. The City of Newburgh will have the tools to both maximize supplier competition and defend contract awards.

Timing purchases. We monitor Henry Hub/ NYMEX settlement prices. This trading hub determines wholesale rates and has a direct impact on retail and residential rates. We utilize market forecasts and futures to determine when our customers should go out to market. We identify and quantify risks, including volatility risk, and will advise the City in its final decision reflective of their risk tolerance.

5.1f Comply with Legal and Regulatory Requirements

As Program Administrator, Joule is responsible for Program compliance with Uniform Business Practices (UBP) in alignment with the PSC CCA Order, New York Public Service Law, and Utility requirements.

Joule has consulted dozens of municipalities around the state regarding the purpose, language, and implications of CCA regulation and local enabling legislation, providing personal guidance to elected officials, counsel, and community leaders. The City has already approved the enabling local law, but as CCA Administrator, Joule will provide ongoing guidance on evolving CCA and community energy policy in New York State.

5.2 Procurement Approach

Joule's goal is to deliver ethically sourced energy (e.g., renewable electricity) *and* savings to residents, accessing available market opportunities, funding sources, innovative consumer protections, and policy. Our vision extends beyond simple commodity procurement and draws from a wealth of internal expertise to deliver comprehensive program management consulting services.

Joule sees the integration of community-scale clean energy projects into CCA programs as an unprecedented opportunity for previously excluded consumers to access renewable energy savings as well as for communities to stimulate local economies. New York's community renewables market has been limited to date by sluggish participation and project completion rates, primarily due to the lack of simplicity of customer value proposition, time and expense of customer acquisition, complications with interconnection, and unequal access for consumers with distressed credit.

Utilizing the leveraged buying power of the City's residents will unlock opportunities to partner with local clean energy projects, for instance, securing savings to consumers as well as funding and ownership opportunities for communities. Joule's Implementation Plan is the first and only to propose and gain approval for such a structure.

Three primary methods to procure renewable electricity will be considered in parallel, and are not mutually exclusive:

5.2a Grid Mix Augmented with RECs

An RFP for energy supply (and corresponding supply contract) may direct supplier(s) to purchase renewable

energy certificates (RECs) to supplement grid mix power purchased in NYISO wholesale markets to serve customers. The RECs will be registered into the New York Generation Attribute Tracking System (NYGATS) in accordance with the NYS Environmental Disclosure Program to verify that renewable power has been purchased for Program customers. RECs are necessary, but not sufficient, in Joule's view. Joule's CCA model is designed to maximize the development and integration of local renewables and other distributed energy resources (DER) into the supply portfolio.

5.2b Bundled RECs and kWh

RFP for energy supply (and corresponding supply contract) may direct supplier(s) to contract directly with renewable energy generator(s) to purchase both kWh and the associated RECs to meet, in part, the commodity purchases necessary to serve CCA customers. Joule has developed a contract structure to incorporate bundled kWh and RECs from local renewables.

5.2c CDG Credits

To assure more equitable access to the advantages of renewable energy, CDG (such as community solar) allows small-scale renewable generators to remotely share credits with satellite meters of any service class. Such community renewables empower customers unable to install on-site energy generation (because they rent, live in an apartment, have a shaded or poorly positioned roof, or have otherwise unsuitable properties), to subscribe to, and enjoy the financial benefits from, shared solar, wind or other local renewable projects. Subscribers contribute to the project through an agreed monthly charge and receive proportional monetary credit on their monthly utility bill. CDG Credits can be integrated into CCA programs on an opt-in or opt-out basis (as allowed). See Section 4.2 above for greater detail on Joule's Community Choice Solar offering.

5.3 Roles and Responsibilities

The Program remains a living, breathing, growing enterprise well after launch. In addition to effectively administering operations, we believe that it is important to continuously engage residents in ongoing long-term education related to their energy interests, incorporate local priorities and evolving opportunities.

Administrative Operations

1. Customer helpline (Joule staffed and trained call center operates during normal business hours), email, and web form.
2. Request refreshed list of new eligible consumers quarterly.
3. Process cancellations and opt-ins.
4. Outreach and education in the community; production and distribution of materials, quarterly Program progress and performance updates (digital, printed, and in-person presentation).
5. Maintain, update, develop customer portal to ensure positive user experience and accurate data.
6. Analyze customer bills to determine savings.
7. Support development of Program offerings, process customer signups.
8. Present to local non-participating communities for potential Program expansion.
9. Support on available COVID-19 and other funding, grant, or reimbursement opportunities for the City.
10. Annual regulatory reporting.

5.4 Public Outreach and Education

Community engagement, outreach, education, and feedback is a priority throughout the entire timeline of the program. The long-term success and sustainability of the CCA Program relies on the development of a durable community enterprise.

The principal goal of the public outreach campaign is to facilitate a community-wide dialogue about the program vision and desired outcomes, and to reach consensus on a structure that effectively serves that vision and delivers jointly identified outcomes. It is a fundamental underpinning of the Program that community outreach and education is not just a prerequisite of PSC approval, but a principal value the community receives from the Program.

Many of the municipalities participating in the Hudson Valley CCA programs are leaders in sustainability as leading point- and grant-earners in NYSEDA's Clean Energy Communities program and the DEC's Climate Smart Communities program. The Joule team acts as a significant source of knowledge, connection to other communities, and technical support to the City of Newburgh in its advancement of its sustainability goals.

Though the City of Newburgh has seen environmental issues in the past, now being a designated *environmental justice community*, they are taking admirable actions to combat climate change and injustice. Newburgh received the TD Green Space Grant for an Environmental Justice Fellowship Program and has won "Tree City USA" for 17 years. Newburgh's Conservation Advisory Council meets monthly and works to abate many environmental issues. The City is also a NYSEDA Clean Energy Community, having already earned 300 points through actions such as unified solar permitting.

The public outreach campaign will engage with city volunteers, including members of the Conservation Advisory Council, and local organizations such as: community-driven nonprofits, religious organizations and their networks, art centers, fitness centers and artisan crafts shops, gathering places of the intended customer base such as food markets, coffee shops and restaurants, arts & community event venues, such as the library.

The public outreach campaign will consist of diverse communications strategies to community leaders and local stakeholder groups, as well as directly to consumers. These strategies will include both proactive methods of outreach to educate and communicate with the community and fully supported customer response through a variety of channels. Outreach will continue after supply contracts are signed, throughout the opt-out period, and after launch throughout the life of the program. Our aim is for the community to understand the program and its benefits. Core outreach materials will be made available in Spanish.

Joule assumes responsibility for all costs for public outreach, excluding any municipal staff time necessary for promotion or coordination of outreach events. While our approach anticipates minimally needed municipal staff effort, we welcome and encourage municipal input and participation as desired by the City of Newburgh leadership.

Estimated Outreach Budget

Item	Description	Budget
1	Website and Social Media Launch Joule develops and operates the program website. Develop and operate social media accounts including Facebook, Instagram, Twitter and YouTube.	\$2,500
2	Flyers and Printed Materials Joule will provide key materials to the municipality for local distribution.	\$1,000

3	Begin Press Releases and Media Availability Articles in print news media, blogs/social media, and newsletters of local organizations; interviews with local news media; recorded public service announcements, and presentations to community groups.	\$2,500
4	Paid social media, Print, and Radio Ads Posts and ads on social media, local print and digital media, and radio. Key messages include program branding, FAQ, program benefits, event promotion and how to find further information.	\$2,500
5	Event Tabling and Group Presentations as Needed Availability to be communicated via social media, articles, ads, and City communications. Staff local dedicated events (such as farmers' markets, fairs, and festivals), presentations to community groups, etc.	\$750
6	Public Information Meetings Minimum of three public education meetings. The first is a kickoff meeting, the second is a general information session, and a third is held after the bid is awarded but before the notification letters go out; this is done to disclose rates, consumer options, program timeline, etc. Materials will be created and shared on social media and local news outlets where appropriate.	\$500
7	Ongoing CCA/CDG Education Efforts Utilize software for maintaining customer management platform. Provide customer service by phone and email. Outreach and education through e-newsletter were appropriate including savings updates, program progress, upcoming events. Small group presentations and community education workshops can be offered as needed and coordinated throughout the municipality.	\$2,000
Total		\$11,750

Local Stakeholder Engagement. We welcome the input of the municipality on connecting with key community leaders and organizations. We seek opportunities to inform and educate the community and to offer office hours to assist customers with program offerings. In addition, there will be several social media channels that will be regularly updated.

Role of the City. The City will be asked to: promote and endorse the Program and its offerings; take an active role in outreach and communication to the community (distribute materials through municipal channels, host events, speak to local press); designate a City Liaison for ongoing communication with Program staff; approve of Program documents when municipal authorization is necessary; and execute agreements when they meet with municipal approval.

We recognize that the City will receive inquiries about CCA. It is our goal to minimize the number of questions directed to municipal staff. While the municipality is free to broaden its role, the Joule teams' goal is to take on as much of the administrative burden as possible. All educational material will direct phone calls, emails, and web inquiries to a Joule monitored "info@" email address and to the Joule managed call center.

Municipal staff should expect to support communication through traditional City channels (e.g., website,

e-mail lists) and help organize public space for educational and decision-making meetings. Municipal legal counsel will vet contract documents. Joule maintains a referral network of municipal attorneys to guide City attorneys in assessing the documents, shortening the diligence process.

There is no need for the City of Newburgh to enter any intermunicipal agreement. Any community within Central Hudson territory that has completed the necessary steps to enact a CCA program and has contracted with Joule as the Administrator would be included in the aggregated bid for electricity supply. Each community signs their own contract with the awarded energy supplier.

5.5 Customer Enrollment and Management

5.5a Process customer enrollment and opt-outs

Program notification will be mailed to all eligible consumers, and they will be given at least thirty days to opt-out before they are automatically enrolled. All other customers (residential accounts with a freeze/block on their account, municipal, commercial, industrial) may opt-in through the portal or by phone.

The notification letter must (by regulation) be printed on City letterhead and may be signed by one or more local officials. Joule in collaboration with the City, will craft the form and content of the letter, the awarded supplier will be responsible for the cost and execution of printing and distribution of the mailing. Joule will file the draft letter with the Department of Public Service for approval before mailing. Joule will also, to the fullest extent possible, deliver the letters in the native language of each consumer.

The notification letter will describe:

1. Program features and benefits
2. How to opt-out: phone, web, pre-paid postcard included with letter
3. No penalty opt-out or cancellation of service
4. Name of awarded supplier and description of competitive process
5. Thirty-day opt-out period before default enrollment
6. Supply options: rates, sourcing information (e.g., 100% NYS renewable)
7. Table comparing all available Program rates with historical utility rates
8. Community solar options
9. Website URL, call center contact information and hours, email contact

The notification mailing will also include documentation of applicable Program terms and conditions.

Supplier will report to Joule and City on the following metrics: number of notification letters sent, postmark date by mailing batch, number undeliverable, number opt-outs by method, number successful enrollments, number failed enrollments.

5.5b Customer Portal

Joule has developed a cloud-based customer management portal and secure customer database, integrated with data management software. Customers will be able to opt-in or out of offerings, select a supply option and access a personal dashboard through the portal to manage their accounts and see performance data for their account (including environmental impacts).

The portal gives Joule full visibility into Program data, allows us to audit and verify utility and supplier reporting, and enables account-level access to resolve customer billing and enrollment issues. Joule will track and confirm the enrollment of every account and manage communication and data flows

between Central Hudson and suppliers through our software platform, which serves as a data clearinghouse between stakeholders. Joule will ensure that customer accounts are appropriately enrolled and will work to resolve any issues and manage ongoing migration of customers in and out of the Program. The portal will host the secure customer database and can be used to produce automated reports.

5.5c Managing Enrollments

Customers may choose to cancel service and return to the utility or choose an alternate supplier at any time during the life of the Program, at no penalty. Customer migration should take effect for the following billing cycle, unless transaction is processed less than two days before consumer's next meter read, in which case it may take effect in the following billing cycle. Consumers that had previously opted out, had a freeze or block on their account, or were taking service with another supplier when enrollments were processed, may opt-in at any time. Consumers of non-default service classes (large commercial, industrial, municipal, school) may also opt-in to the Program. Rates for customers who opt in, by service class, will be determined by the supply contract.

5.6 Data Protection Plan and Implementation Plan

Joule is an authorized CCA Administrator in New York State, with a Public Service Commission approved *Implementation Plan* and *Data Protection Plan*. The information needed to link to these documents can be referenced in **Appendix A**.

Twenty-one environmental groups, elected officials, and municipalities have submitted public comments to the Public Service Commission in support of the Joule CCA Implementation Plan, since implemented in the Hudson Valley and Finger Lakes. These entities include the City of New York, the NRDC (Natural Resources Defense Council), Sierra Club, People's Climate Movement (Capital Region), Senator Kevin Parker, 350 Brooklyn, 350 Capital District, People of Albany United for Safe Energy, The Adirondack Council, Sullivan Alliance for Sustainable Development, Solarize Albany, Delaware River Solar, Irondequoit (NY) Mothers Out Front Team, First Unitarian Church of Rochester, Rochester People's Climate Coalition, First Unitarian Church of Rochester Environmental Task Force, Town of Geneva, and the Villages of Brockport and Lima.

5.6a Secure Customer Data

The Data Security Agreement executed between Joule and Central Hudson Utilities dictates rights and obligations for Joule in securing utility customer data, and authorization for the contracted energy supplier to receive confidential utility data in connection with the Program. Winning supplier is also required to have a Data Security Agreement with Central Hudson.

Joule's Data Protection Plan describes the policies and procedures Joule will employ in the transfer and storage of confidential utility data, as well as compliance with requirements set forth in CCA regulation. The Joule Data Protection Plan was approved by the New York Public Service Commission on March 16, 2018.

Joule has therefore met all requirements necessary to procure lawfully and securely, transfer and store both anonymized and customer-specific program data, on behalf of the City of Newburgh.

5.6b Transparency, Equity, and Consumer Protection

Energy markets are often dominated by regulated utilities and service providers, with little input or participation from ratepayers. Consumer interests have been institutionalized through rate cases and

other regulations governing the utilities and suppliers with regards to service, billing, marketing, data, and customer rights. However, consumers themselves have limited access to and control over such proceedings. CCA, by localizing the decision-making around contract terms and solicitation specifications, democratizes that process and provides a platform for an open discourse over priorities, concerns, and conditions of participation.

Rates are expected to be the same for all customers in like rate classes. Small commercial rates may be different from residential, but geography, credit profile and consumption patterns will have no impact on rates.

Incentive alignment and success-based compensation. Joule will earn money only if this program is successfully implemented.

5.7 Default Electric Supply RFP Process

Joule may issue a Request for Qualifications (RFQ) to prospective suppliers: this process will identify relevant experience serving CCA programs and New York customers, asset and customer portfolio, financial strength, available supply options, tolerance for contract structure, and indicative pricing. Joule will collect and analyze the results of the RFQ for the City and present to the City at a public meeting if desired, and a proposed list of qualified respondents.

Joule will then deliver a template supply contract to the City for review and revision by City counsel. Once the contract is finalized, Joule will draft the Request for Proposals (RFP) according to the specifications approved by the City.

The RFP will reflect established price compliance benchmarks against the historical utility average rate for fixed rate bids, and discount thresholds for variable rate bids, as well as comparable renewable offers. Suppliers may choose to respond with fixed rate bids, variable rate bids, or both.

The RFP will define requirements of compliant energy products in terms of sourcing, geography, and certifications. Compliant bids must demonstrate proof of their compliance and proposed reporting and verification methods. The RFP will also define all other desired supply product options. There may be additional content requirements on other product options as well, at the discretion of participating communities.

The RFP will also identify key Program features, such as no penalty opt-out anytime, and already established relationships with renewable generators. It will describe the expectations of suppliers in terms of customer service and enrollment management.

Suppliers will be asked to submit “all-in” price bids for “Firm Full-Requirements Supply” -- meaning the supplier will provide all the energy, capacity, and other related services necessary to supply all customers at the contracted rate regardless of changes in usage or enrollment distribution during the term of the contract.

Suppliers will be asked to bid on one or more term lengths (a minimum of 24 months (about 2 years), ranging in 12-month increments to 60 or even 120 months (about 10 years). Long-term contracts enhance the durability and certainty of purchasing power. For this reason, the City may choose to relax pricing thresholds for long-term fixed rate bids. The decision as to how to privilege price versus term length will be informed by the results of the RFQ. Suppliers will also be given the opportunity to describe any value-added services they offer in their responses. Joule will also pursue other means (as described above) for energy efficiency, and other services to meet the City’s energy goals.

1. Based on guidance from the City, Joule will develop and present a rubric for comparing and awarding bids. Bids will be evaluated on price, rate type (fixed v. variable), term length, sourcing, competitiveness across service classes, and value-added services offered. The City will have full visibility into the bidding process and the bids themselves as they come in.

Joule may also choose to hold a bidder conference before responses are due to address questions and concerns, as well as to modify and reissue if necessary.

2. If multiple supply product options are awarded, the City will select which will be the default option for their residents and small businesses, and each individual customer will have the freedom to choose among all available product options, regardless of municipally-selected default.

Joule will identify the Program start date as the first day of a calendar month no less than fifty-five days from contract execution. This allows for data transfer testing, opt-out period, enrollment transactions between supplier(s) and utility. Each customer will be enrolled as of their meter-read in that calendar month.

This multi-stage process is designed to make the contract award decision as clear, open, and simple as possible. In other models applied in other states, CCA municipalities must send a physical representative to the bid opening, who then decides to sign the contract on the spot—this weakens suppliers' offers. Joule's model delivers far more accountability both to our clients and to the communities themselves, who have the ultimate authority to define the program structure before bids are requested. This adds a layer of protection and risk mitigation.

5.7a Calculate Prospective Commodity Savings and Cost Certainty

Joule will conduct an analysis and report to the City of Newburgh on market conditions, pricing, and estimated cost savings based on projected bid and launch timeline. Joule monitors forward curves and pricing trends and will recommend optimal bid timing to maximize pricing benefit for consumers. Once consumption and pricing data is modeled, the team produces condensed analytic reports of the data and presents this data to the City.

5.8 Reporting

Joule will regularly share updated CCA-related information and analysis with consumers through the Program's website, social media, municipal distribution channels, and e-newsletters. In addition, Joule will draft content suitable for local print media and electronic publications. Joule will regularly report the monetary savings realized by Program participants, greenhouse gas emission reductions, and new program offerings, such as energy efficiency and demand reduction options.

Joule will provide ongoing market analysis to inform decision making throughout the supply contract, and renewal strategy. Prior to the expiration of the supply contract, Joule will develop a comprehensive Program assessment. Joule will review and revise program goals, forecast/recommendations for extension, renewal, expansion, changes to bidding process and customer base, updated supply contract terms, options for reorganization of administration if necessary.

Annual reports will be filed with the City and the NYS Department of Public Service. Reports will include at a minimum:

1. Number of customers served
2. Number of customers who opted out (initially) and cancellations during the year
3. Number of complaints received
4. Commodity prices paid

5. Value-added services provided during the year (e.g., installation of efficiency upgrades or other energy services)
6. Administrative fees collected

Reporting may also include performance metrics such as:

1. Rate performance (v. Central Hudson rates)
2. Supplier's performance: compliance with supply contract, complaints, defaults, litigation and penalties, customer service record, changes in credit/financial stability, changes in organizational structure
3. Efficiency (CCA program vs. utility service territory: average usage, peak demand, efficiency projects installed)
4. Community engagement (e.g., website activity, contacts submitted through contact form, attendance at events, review of local press coverage, calls/questions received, etc.)
5. Program enrichment (i.e., remote crediting, demand management, energy efficiency, electric vehicle, and/or storage programs; enrollment/participation; measured performance)
6. Greenhouse gas emissions deferred
7. Municipal carbon intensity improvements

5.9 Implementation Timeline

Below is a sample implementation schedule delineated with actions taken by the appropriate stakeholder at each stage of the process, as well as ongoing activities. Upon award of this RFP, the program will be at the Outreach & Sourcing Stage (II).

Sample Implementation Schedule

Task	Stage	Status/ Timing*	Lead	Comments
Adopt enabling local law	I	Complete	City	Approved by City Council
Identify Program goals	I	Complete	City	Expressed through issuance of RFP
Select CCA Administrator	I	In process	City	Current task
Develop and submit Implementation and Data Protection Plans	I	Complete	Administrator	Master Implementation Plan and Data Protection Plan approved 3/2018
Public outreach	II	2 months+	Administrator	Minimum 60-day outreach mandated by Public Service Commission. Continues via multiple channels and media through Stage III
Develop & submit Implementation Plan Appendix	II	1 week	Administrator	Filed with PSC after Public outreach
Data Security Agreement (DSA) with Central Hudson	II	Complete	Administrator	Executed
Aggregated data request & analysis	II	1-3 weeks	Administrator	Central Hudson has 20 days to produce
Prequalify suppliers and collect indicative pricing	II	2 weeks	Administrator	Joule will deliver an executive summary to City
Resolution to approve energy supply bid and supply contract	II	2-4 weeks	City	Represents central decision point for the City to move ahead with CCA Program
Solicitation for energy supply	II	1 month	Administrator	RFP reflects criteria reflects Resolution
Recommendation of award to retail supplier(s)	II	Upon receipt of bids	Administrator	Joule will deliver a bid summary with recommendation

Award and execute supply contract(s)	II	Upon award of bid	City / Administrator	
Launch customer portal	III	1 week	Administrator	Must launch before Notification Mailing
Notification Mailing	III	1 week	Administrator	30-day opt-out period begins upon Mailing
Process opt-outs and enrollments	III	1 month	Administrator	Process and submit enrollment changes as needed
Program Launch	III	10 days		Customers officially switched to CCA rate

5.10 Inclusivity

Low and Moderate Income Customers. Limitations on low-income participation in CCA regulations may create challenges as we deploy CCA in the City of Newburgh. Because of regulatory restrictions, any members of the community that utilize the HEAP program may not be able to automatically participate in launch of a CCA electricity supply offering, though they may opt-in at any time during the contract period. However, low, and moderate-income customers are eligible to participate in opt-out community solar programs. Prior barriers, such as credit checks, have been removed so that these customers can be prioritized for this offering.

While it is possible that a supplier will commit to an offering that prioritizes a fixed price for the length of the contract and no exit fees for participating customers, it is important that the City insists on those parameters to ensure value for their residents. However, if the City of Newburgh chooses to contract, it will require the following objectives:

1. A clear and transparent communication strategy, heavily resourced, with effective and thoughtful engagement that successfully penetrates low- and moderate-income communities; most intensely in the six months following the CCA program launch; and
2. The introduction of value streams (such as a community solar garden) allowing low- and moderate-income participation with savings guarantees.

Non-English Speaking Customers. The City of Newburgh is comprised of 28,126 residents, 53.6% of whom are in the Hispanic-Latino population. Given this high percentage of Spanish speakers in the City, all materials and communications will be made available in Spanish or have the potential to be quickly converted into Spanish for distribution to the diverse communities within the City.

Failure to deliver on these objectives may lead to misunderstanding and encourage divisions in opinions, unwelcome media attention, and an overall decrease in public willingness to support/participate in the program. A successful program will be proactive and creatively structured for inclusion, empowerment, and awareness.

5.11 Local Impact

Program enhancement. In parallel, Joule will seek to maximize local renewables and other community energy resources in the Program portfolio. In concert with Newburgh's sustainability goals, Joule will advise the City on the development of enhanced offerings:

1. Local renewable energy project origination
2. Savings opportunities for municipal facilities through CDG credits
3. Energy efficiency performance contracting products and services
4. Community microgrid project development
5. Energy storage programs
6. Related regulatory submissions and grant applications

Joule agrees to work in collaboration with the City to perform future related services, as requested by the City during the term of the agreement.

Through Joule's exciting Career Connect Program, we are looking to bridge the gap between under-represented, disadvantaged communities, and the clean energy industry. This can be done by helping these residents access career opportunities as part of the skyrocketing clean energy workforce. Joule's objective is to provide a program that identifies, trains, and prepares candidates for local employment opportunities in this clean energy sector.

Joule is looking to bring equity for disadvantaged communities through awareness, empowerment, and local renewable job opportunities. This can be done by reducing barriers for residents in disadvantaged communities and creating and mobilizing a workforce with long-term clean energy careers. These opportunities are primarily in the building and operation of clean energy infrastructure.

5.12 Continued Support

Although the winning supplier is contractually obligated to provide customer service, we intend to drive all calls, questions, requests from the public to us rather than to the supplier. We are aware that any customer issue should be resolved to the best of their ability before the call is ended. We do not view long average call times as an indicator of inefficiency, just the opposite -- indicative of comprehensive, customer-centric service. We pride ourselves on patient and consistent education, and the reputation of the Program rests on our ability to educate residents clearly and simply.

The Joule Community Power and customer service line will operate from 9-5 M-F excluding holidays (and by appointment) throughout the term of the contract. From prior experience, we anticipate that call volume will be 10 or 20 times higher in the first two weeks after notification letters go out than it will at any other time throughout the life of the Program, call center will be prepared to handle this critical launch period.

The customer web portal will be operational when notification letters are sent and will be available for customers to use to opt-out, opt-in, and select supply option. Joule is responsible for exporting this activity and reporting these consumer choices to the winning supplier, so the supplier can submit customer transactions to the utility.

The dedicated customer service line staff members will take record of and work to resolve customer complaints, including referring consumers to the appropriate authorities when formal action is requested.

We will provide the City Liaison with a FAQ document to understand the program, answer basic resident questions that come to City Hall, and to appropriately refer the call center to handle questions.

Joule is responsible for monitoring and enforcing supply contracts and supplier compliance and will share any potential breaches with the City and recommend remediation strategies.

Local elected officials and community leaders have already been, and will continue to be, approached with project proposals and service offerings from energy project developers. Local officials often feel they do not have adequate resources with which to evaluate these offers and are frustrated by the notion that they may be missing valuable opportunities to deliver long-term value to the community. Joule is committed to support the City in soliciting and evaluating project proposals, and to represent them in negotiations with developers, beyond simple commodity procurement.

Local governments are key stakeholders necessary for leading the transition to a more efficient grid and a more sustainable local economy and ecology, keeping energy dollars in the community, and creating durable green jobs. Localization promises consumers unprecedented energy market access, choice, and control.

5.13 Representation and Other Requirements

1. Joule acknowledges that the City reserves the right to terminate services at any time.
2. Joule understands that the City may require periodic reports, including to outside parties such as an insurance carrier.
3. Joule will adhere to all relevant Federal, State, and Local Laws.
4. Joule will maintain full and complete records of accounts in accordance with accepted accounting practices, and other records as prescribed by the City Comptroller will be retained for a period of 6 years.

Joule shall, to the fullest extent provided by law, defend, indemnify, and save harmless the City from claims, suits, action, damages and costs of every nature, kind, name, and description resulting from the negligent performance of services.

Joule acknowledges and agrees to each of the Requirements and Specifications stated by the City in the RFP and will work in good faith with the City to reach an agreement that honors each of these terms.

List of Appendices

Appendix A	PSC approved Implementation Plan and Data Protection Plan
Appendix B	Core Project Team Resumes
Appendix C	Sample Outreach Materials

Appendix A: Public Service Commission approved Implementation Plan and Data Protection Plan

Joule is a consistent leader in the development and advancement of community energy policy, and an experienced CCA Administrator in New York State. Joule's Public Service Commission-approved Implementation Plan and Data Protection Plan is the ***only such plan to include the integration of local clean energy resources, and a direct procurement of 100% New York State renewable energy*** default supply option for CCA customers.

"Order Approving Joule Assets' Community Choice Aggregation Program with Modifications" ("Joule Order"), issued March 16, 2018, in Case 14-M-0224.

PSC Press Release 3/15/2018:

[{9BBCBAD6-72FC-4EEB-B579-58CEE4AC7F13}.pdf](#)

Access online at:

<http://documents.dps.ny.gov/public/Common/ViewDoc.aspx?DocRefId={4B0C3897-D3E2-4E5F-B0ED-2CEBFC6482FC}>

Implementation Plan and Data Protection Plan

Access online at:

<http://documents.dps.ny.gov/public/Common/ViewDoc.aspx?DocRefId={27DAFE97-1C17-4F90-B965-0FF60478C2B3}>

<http://documents.dps.ny.gov/public/Common/ViewDoc.aspx?DocRefId={D36A5F19-0D67-42CB-B54D-768940A6E675}>

Appendix B: Core Project Team Resumes

Jessica Marie Stromback

22 Edgemont Road,
Katonah, NY 10536

Phone: 914.977.3444
jstromback@jouleassets.com

PROFILE:

Jessica is Managing Director of Joule Assets Inc. In this role, she oversees the management and operations of the company, as well as the smooth rollout and operations of its service offerings, including Community Choice Aggregation, Community Distributed Generation and the deployment of the eQuad platform in Europe. For the eQuad service offering she supports the development of investment portfolios within the energy efficiency and Demand Response industries. She also acts as project manager and directs public projects developing renewables, demand response and energy efficiency projects.

ORGANIZING EXPERIENCE

- Acted as Executive Director of the industry lobby group the Smart Energy Demand Coalition. This involved managing 17 Board Members, interacting with policy members, organizing communication and outreach and managing the team and messaging
- Has acted as project manager or team leader for 8 publicly funded projects, each worth between \$1.5 million and \$21 million and lasting between 1.5 and 4 years each. (Jessica manages multiple projects at one time)
- As Chair of the consultancy VaasaETT. Has led the commercialization efforts and product developments within 3 companies. The latest example being Joule Assets itself.
- Has acted as expert advisor to the European Commission and carried out European wide reviews concerning the application of the relevant energy laws.
- Organized and acted on the expert advisory panels for Synergy and other conference organizers.

COMMUNICATION SKILLS

- Has spoken at over 130 conferences and workshops including locations such as the European Parliament, The UK Houses of Parliament and many other venues around the United States and Europe
 - Has led projects or reports concerning product and services rollouts for over 20 utilities and international organizations. Including how to communicate these changes internally and externally to their customers
 - Has conducted project reviews and quality assurance projects, requiring detailed communication with project teams, for the European Commission
-

WORK HISTORY

JOULE ASSETS INC., EXECUTIVE DIRECTOR	2014-PRESENT
SMART ENERGY COALITION, EXECUTIVE DIRECTOR	2010-2016
VAASAETT, Chairman	2006-2014

EDUCATION & TRAINING

Bachelors of arts classics, New York University, NYC (Begun)	1990-1991
BACHELOR OF ARTS IN LITERATURE, Vaasa University, Vasa Finland	May 2009

LANGUAGES

Self-Assessment	Understanding	Speaking	Writing
French	Fluent	Good	Elementary
Swedish	Fluent	Fluent	Good
English	Mother-tongue	Mother-tongue	Mother-tongue
Italian	Good	Elementary	Elementary

Mike Gordon
mgordon@jouleassets.com
www.linkedin.com/in/mikegordonjoule
914.282.7000

Summary

A successful entrepreneur and international leader in creative consumer-focused industries in the energy field. Founded and led the country's first demand response aggregator, and led its first heating oil cooperative. Specializes in smart design for electric and energy markets, as well as private markets for energy reduction assets. Founded industries particularly focused on building energy efficiency, demand response, storage, and renewable generation markets, and on empowering consumers in those markets.

The Joule Group, Chief Executive Officer & Managing Partner

2010 – Present

Founded The Joule Group, comprised of Joule Assets Inc. and Joule ERA Fund. Joule Assets Inc. Joule Assets catalyzes energy efficiency and demand response markets through the Joule ERA investment fund, which is supported by software developed to value assets in these markets. Joule Assets Inc. focuses on providing tools, information and financing to build international Energy Reduction Asset markets.

CPower Inc., Founder & Chief Strategy Officer

2000 – 2010

Founded ConsumerPowerline, the largest privately-held demand response aggregator in the world. Specialized in serving end users in deregulated wholesale electricity markets, ConsumerPowerline (later "CPower") built ~1,000 MWs of demand response globally and until its sale in October 2010 to Constellation Energy Group, and remains the largest provider of short notice demand response in the world. At sale, CPower represented end-users of ~\$20 billion of annual electricity, in diverse "load management" markets.

Innovative Community Enterprises, Founder & Executive Director

1984 – 1994

Founded heating oil collective throughout the northeastern United States, building an industry that now serves roughly 15% of the nation's residential heating oil purchase, and saves more than \$400 million annually for collective members. The firm also founded the nation's first prescription drug collective for People with AIDS and built an anti-bias oral history curriculum in roughly 300 subscribing schools, engaging more than 60,000 young people in continuing relationships with roughly 15,000 senior citizens throughout the northeast.

Education

University of Pennsylvania, The Wharton School, MBA Finance	1998
Harvard University, Kennedy School, MPA in Environmental and Energy Policy	1995
Binghamton University, BA	1978

Publications and Volunteerism

Mike was the Founding Chairman of Sustainable Westchester, later Co-chairing the organization, a Non-Profit consortium of 40 of Westchester County's 44 municipalities. Mike co-chaired a seven county energy planning committee for the Mid-Hudson Regional Council, engaging nearly 200 regional leaders, throughout the process. Mike was a Founding board member for New York State's Energy Improvement Corporation, the Local Development Corporation that deploys the Property Assessed Clean Energy tools to develop efficiency upgrades throughout New York State. Mike serves or has served on the Board of Directors of European and American industry associations, the Smart Energy Demand Coalition, Peak Load Management Alliance and Energy Infotech NYC. Mike has been published in the *Wall Street Journal*, *New York Times*, *Forbes* and numerous other trade and academic journals. His international negotiation simulation exercise on the elimination of chlorine was published for Harvard University and is frequently used in classes at Harvard and MIT. Mike sings in the local folk/rock band "Barned Out" and with his synagogue choir, and is an enthusiastic (but recent) skier, consistently losing races to his son.

Glenn Weinberg

28 King Street • Dobbs Ferry, New York 10522 • (646)785-7204 • gweinberg@jouleassets.com

QUALIFICATION SUMMARY

- Accomplished consultant in emerging community energy sector
- Served as inaugural director of New York State's first *Community Choice Aggregation (CCA)* program, a municipal policy authorizing collective energy purchasing and access to clean energy for residential and small business consumers
- Among first social science researchers to study socioenvironmental impacts of CCA, the federal smart grid program, decentralized resilient power systems, and "post-grid" anti-utility social movement activity

EXPERIENCE

Director of Community Energy Programs, Joule Assets, Inc.

BEDFORD HILLS, NEW YORK – 2016-

- Manages Joule Community Power, a business unit offering consulting and program management services to municipalities looking to deliver cost certainty and savings to their constituents, and achieve energy efficiency and clean energy goals.
- Spearheads development and administration of CCA programs integrating commodity procurement with renewable generation, demand response, and resilience microgrids across New York State
- Develops innovative contract structures and service offerings to address opportunities in rapidly expanding marketplace

Program Director, Westchester Power

MOUNT KISCO, NEW YORK – 2015-2016

- Oversaw design and implementation of New York State's pilot CCA program
- Managed negotiation of \$190 million energy supply contract on behalf of twenty cities, towns, and villages and over 100,000 customer accounts
- Collaborated with elected officials, utilities, and the New York State Public Service Commission to pioneer procedural protocol and establish regulatory framework for CCA

Adjunct Professor, Department of Sociology, Queens College and Brooklyn College

NEW YORK, NEW YORK - 2011 - 2015

- Selected courses: Urban Sustainability, Environmental Sociology, Research Methods, Social Theory
- Involved in curriculum development for new interdisciplinary Urban Sustainability program at Brooklyn College. Designed syllabi, lectures, and interactive guided tours presenting students with toxicity and remediation efforts, as well as the impacts of gentrification and economic development, in their local environment
- Mentored students toward post-graduation careers in the environmental sciences and related fields

EDUCATION

Ph.D., Sociology

City University of New York, New York, NY – 2017 (Expected Defense)

- Specialization: Sustainable Energy Policy and Environmental Sociology
- Dissertation Title: *Smart, Clean, or Resilient? Comparative Analysis of Community Energy Paradigms in the U.S. Electric Power Industry*

Bachelor of Arts, College of Literature, Science, and the Arts

University of Michigan, Ann Arbor, MI – 2001

SELECTED RECENT PRESENTATIONS

Presenter, Session on Community Solar

2016 Advanced Energy Conference, New York, NY

Presenter, Session on NY REV and the Next-Generation Grid

2016 Grid Modernization Forum, Chicago, IL

Chair, Panel on Decentralized Energy Policy

2016 Association for Environmental Studies and Sciences Conference, Washington, DC

Presenter, Panel on Customer Data Provision

2015 Department of Public Service Technical Conference, Albany, NY

Louise E. Gava
(315) 714-9695 • louise.gava@gmail.com

EMPLOYMENT

Director of CCA Operations, Joule Community Power September 2020 – Present

- Support municipalities in all aspects of CCA Project development and implementation
- Develop and implement streamlined processes across Joule's aggregations
- Adapt Joule's offerings to existing policy and market conditions

Propagation House Manager, Juniper Hill Farm April 2020 – August 2020

- Responsible for seeding and care of plants before transplant into field
- Management of two employees for field tasks including planting, harvesting and plant care
- Development of operational efficiency measures required for farm growth including standard operating procedures

CCA Project Leader, Municipal Electric and Gas Alliance November 2015 – March 2020

Initiative Creation and Management:

- Supported development of legal and program documents necessary to implement CCA Programs across the state
- Edited guidance documents supplied by the state to support municipalities implementing CCA Programs
- Developed strategy for Program deployment

Educational Outreach:

- Developed presentation, webinar, online and print materials explaining CCA Programs
- Created educational materials for municipal leaders and their constituents
- Presented about CCA at conferences and for municipalities

Coordinator of Sustainability Projects, St. Lawrence University June 2007 – October 2015

Energy Projects Highlights:

- Managed remote-net metering projects and power purchase agreements from a solar project and hydroelectric project.
- Drafted RFP for campus energy efficiency audit, guided University through ESCO selection and developed scope of work.
- Managed annual REC purchasing including bid solicitation, review, firm selection and contract execution.
- Maintained relationship with NYSERDA contractors and continually assessed programs for support of campus projects.

Initiative Creation and Management:

- Created and oversaw financially self-supporting campus thrift store, run by students.
- Advised three student organizations and one living-learning community.

Educational Outreach:

- Taught independent study courses applying community-based social marketing to campus behavior change campaigns.
- Co-principal investigator for four student sustainability grants including

Assistant Director of the Sustainability Semester, St. Lawrence University August 2012 – October 2015

- Guided creation of the Semester including working with architects on renovations and drafting new position descriptions.
- Authored and received the grant that supported an urban sustainability component for the first two years of the program.
- Managed two program staff, encouraged strength based leadership and supported professional development.
- Proposed and managed capital and operational budgets including site utilities
- Instrumental in development of core-course curriculum with a focus on experiential and community-based learning

Owner/Operator, Riverbow Farm CSA October 2011 – December 2013

GPS/GIS Technician, St. Lawrence University November 2010 – May 2012

LEADERSHIP EXPERIENCE

Founder/Owner Northern Power & Light, May 2018 – Present
Board of Trustees Unitarian Universalist Congregation of Saratoga Springs, January 2017 – April 2018
Environmental Leadership Program, Senior Fellow, Eastern Regional Network 2014
Canton Village Sustainability Committee, Spring 2013- Fall 2015
St. Lawrence University Phi Beta Kappa President, Fall 2008 – Present
Board Member of North Country Grown Cooperative, Inc., Summer 2009 – Summer 2011
St. Lawrence County Energy Task Force, 2007 – 2011
Convener of Food and Agriculture Research/Action Team for North Country Symposium, 2008 – 2010
St. Lawrence County Leadership Institute, 2010 Graduate

EDUCATION AND RESEARCH

St. Lawrence University, B.S Biology, Summa cum laude: May 2007

• Senior Honors Theses:

1. "Conserving Biological Diversity in St. Lawrence County: The Role of Land Trusts"
2. "Determination of microsatellite candidates in the North American Porcupine (*Erethizon dorsatum*)"

National Science Foundation Research Experience for Undergraduates: May 2006 - August 2006

• "Quantifying relationships between impervious surface cover, disturbance and chick performance in *Troglodytes aedon*"

Proficient in:

Microsoft Office Suite; Adobe Professional; ArcGIS

Peggy Kurtz
(845) 709-0802 or peggy@joulecommunitypower.com

EXPERIENCE

Community Coordinator, Joule Community Power, Katonah, NY, 2020-Present

- Education, organization and promotion of Community Choice Aggregation and Community Distributed Generation programs in Rockland and Orange Counties
- Community organizing with key community organizations, municipal committees, environmental organizations, local media, civic/homeowner associations
- Presentations to municipal boards and community groups
- Development and explanation of program materials, marketing, public communication
- Ongoing municipal coordination for Rockland and Orange County communities

Director, Cultural Arts, & Greening Coordinator, Commonpoint Queens, Forest Hills, NY, 1995-2020

- Directed cultural programs, including speakers' series, film series, and classes.
- Created and directed immigrant tutoring program.
- Led discussion groups.
- Directed interfaith program.
- Created publicity and led marketing and outreach efforts.
- Responsible for all aspects of greening initiative of a large community center, including public programs, writing and oversight of grants.
- Secured \$68,000 in grants in one year for energy audit and energy efficiency measures from NYSERDA, greening fellowship grants, and Con Edison.
- Ran environmental programs, including workshops, Earth Day Fairs for 600 people.
- Oversaw energy efficiency measures, working with engineering firm to prioritize initiatives. Secured partial or complete funding for each energy efficiency project.
- Established community green team, which led to highly successful community Green Market.

Co-Founder, Rockland Water Coalition, Rockland County, NY, 2008-Present

- Collaboratively leads coalition advocating for sustainable water policy in Rockland County.
- Coalition includes most environmental groups in Rockland, plus regional and national groups, including Riverkeeper, Clearwater, Scenic Hudson, and Food & Water Watch.
- Participates in Public Service Commission rate cases and works with legal representation and expert witnesses.
- Helped coordinate major forums for several hundred people on PFAS contamination.

Leader, Sierra Club, Rockland County, NY, 2006-Present

- Coordinates countywide campaign to promote local action on climate change.
- Organizes public events and outreach efforts. Creates outreach materials.
- Accomplishments: NYS Climate Smart Communities participation by County, three towns, two villages. Environmental committees set up in four municipalities. PFAS education.
- Coordinates group effort to shape state & municipal policy, including lobbying for legislation.

Elected Member, Sierra Club Lower Hudson Group Executive Committee, 2019-Present

Co-Chair, Upper Nyack Climate Smart Communities Task Force, 2020-Present

Appointed member, Rockland County Task Force on Water Management, 2014-Present

- Successfully promoted passage of more effective standards for indoor water fixtures in New York State building code. Worked on development of County Water Conservation Plan.

Member, Upper Nyack Green Committee, Upper Nyack, NY, 2019-Present

- Led successful campaign to start Community Choice Aggregation program.
- Contributed extensively to Upper Nyack Comprehensive Plan.

Appointed Member, Orangetown Environmental Committee, Orangetown, NY, 2008-2018

- Worked on inventory of greenhouse gas emissions for town.
- Led successful initiative to pass Energy Star legislation.

Presenter, Climate Reality Project, 2012-Present

Appointed Member, NYC Solid Waste Advisory Board, Queens, NY, 1993-1995

EDUCATION

M.L.S., Queens College

B.A., Brandeis University

Greening Fellowship, UJA/Federation of New York

Environmental Policy Coursework, Johns Hopkins University & Ohio State University

Biodiversity Assessment Training, Hudsonia Environmental Research Institute

AWARDS

EPA Regional Award, Co-Recipient, together with other Co-Founders of Rockland Water Coalition

Rockland County Distinguished Service Award

Nyack Center, Woman of Leadership and Vision Honor

Clarkstown Environmental Excellence Award

Appendix E: Sample Outreach Materials

Rockland & Orange County communities working together to make clean energy available at lower cost

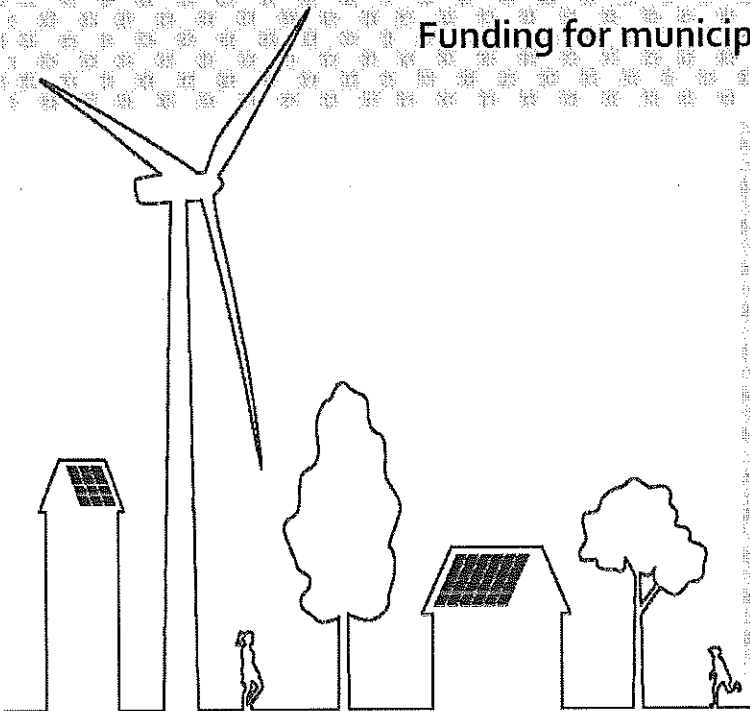
TOGETHER, WE CAN REDUCE GREENHOUSE GAS
EMISSIONS, LOWER COSTS, AND PRESERVE OUR
ENVIRONMENT FOR FUTURE GENERATIONS.

Clean energy at lower rates

Much stronger consumer protections through municipal programs

More consumer choice

Funding for municipal sustainability goals



In Nov. 2020, six Rockland communities created a community-based, clean energy program. This program makes 100% renewable energy available at lower rates.

In one year, the six communities collectively saved over \$1.6 million, with additional discounts for community solar.

Now this program is expanding to more communities in Rockland & Orange Counties.

www.RocklandCommunityPower.com

Rockland Community Coordinator
Peggy Kurtz – (845) 709-0802
Peggy@JouleCommunityPower.com



Appendix G: Sample Outreach Materials



JOULE COMMUNITY POWER

Fact Sheet

Who We Are and What We Do

- ☐ A privately-owned corporation specializing in market representation, products and services in the areas of clean energy, efficiency, and demand management.
- ☐ Recognized as pioneers in renewable energy markets throughout the U.S. and Europe.
- ☐ As administrator for 40 NY Community Choice Aggregation (CCA) municipal programs, Joule is helping shift NY State's energy dependency from a utility controlled, fossil fuel model to a municipally controlled clean, renewable energy model for electricity.
- ☐ By leveraging the collective bargaining power of residents and small businesses in CCA programs, Joule helps communities make the transition to renewable energy at low cost.

Joule is the Leading Clean Energy Community Program Administrator in New York State

- ☐ Joule principals pioneered Westchester Power, the first CCA program in New York State.
- ☐ All but one of Joule's communities have chosen 100% renewable energy as the default electricity supply source.
- ☐ Joule is the only administrator to offer a "Giving Back" program, which provides support to local sustainability programs of the community's choice.

Joule Leads in Rockland County: Innovative Clean Energy Programs and Cost Savings

- ☐ The Rockland Community Power program includes 6 municipalities and over 25% of the county's population.
- ☐ Through the Rockland program, close to 20% of Rockland's population transitioned to 100% renewable energy, with both clean energy and standard energy at the lowest rates available through a CCA in Orange & Rockland territory

Joule Delivers the Lowest Rates for Communities

- ☐ With its expertise in the renewable energy marketplace, Joule has a proven track record of delivering clean energy at lower cost than other programs in the same utility territory.
- ☐ Through the Rockland Community Power program, over 29,000 customers have collectively saved \$2,124,343 in the first fourteen months of the program. Because of Joule's expertise in the New York renewable energy marketplace and its approach to aggregation, Joule has been able to deliver the lowest rates for consumers via a CCA in the region.

First in Community Solar Innovation & the Only Administrator Offering an Opt Out Program

- ☐ Joule Community Power was the first administrator to offer community solar.
- ☐ Joule is the *only administrator* authorized in New York to offer the financial and other benefits of Opt Out Community Solar: lower costs, no contracts for consumers, single billing, simplified enrollment.

Joule's Track Record: A Strong Commitment to Customer Service & Public Education

- Vigorous outreach and education are the key to community response. Joule hires local, dedicated community partners, who know their own community, resulting in more effective public education and outreach.
- Joule's local Community Coordinators are dedicated to public outreach and education
 - ☐ Public outreach includes public events, engagement with local community groups, ads and local media.
 - ☐ An ongoing help line assists residents with energy choices throughout the life of the program.

Joule is local, based in Westchester. Joule's experience and expertise are focused on the New York marketplace.

Joule contracts with suppliers are written to protect consumers.

- Joule writes contracts in consultation with local municipal partners, resulting in stronger consumer protection.

Joule professionals are available to help municipalities in the development of municipal renewable energy projects and in reviewing renewable energy projects proposed by private developers.—

Information at www.RocklandCommunityPower.com or contact the Community Coordinator at Peggy@JouleCommunityPower.com or 845 859-9099 option 1.



VILLAGE OF COLD SPRING

Hudson Valley Community Power



Dear Village of Cold Spring Resident,

May 19th 2021

The Village of Cold Spring is pleased to announce the renewal of Hudson Valley Community Power, a Community Choice Aggregation (CCA) program¹ that allows us to pool local electricity demand with other Hudson Valley municipalities to provide low cost, **fixed-rate renewable electricity supply**. Each participating community has selected Joule Community Power² as Program Administrator. Joule works on behalf of the municipalities to secure clean energy supply at the most favorable terms and ensures there are **no contract or exit fees** for consumers.

Supply Options

There are two fixed-rate electricity supply options under our program: **(1) 100% Renewable** and **(2) Standard**. You may choose between these supply options or opt-out of the program. The Village of Cold Spring has chosen the 100% Renewable Option as the default. **You will automatically be enrolled in the 100% Renewable Option unless you choose the Standard Option or opt-out of the program.**

Join the Hudson Valley Community Power team at an information session and Q&A to learn more about the Program.

We want to hear your questions!

Thursday, May 27th at 7pm

Zoom

www.tinyurl.com/HVCP27May

Tuesday, June 1st at 7pm

Zoom

www.tinyurl.com/HVCPJune1

OR by calling (845) 859-9099 x2

- **100% Renewable Option:** 100% of your electricity supply is matched by Renewable Energy Certificates (RECs) provided by New York State renewable power plants (hydropower, wind, solar).
- **Standard Option:** Your electricity supply is a mixture of fossil fuels, nuclear, and some renewable energy. To switch to the Standard Option, please call (845) 859-9099 x2 or visit www.hudsonvalleycommunitypower.com and submit your information (name on utility account, service address, and Pre Enrollment ID number from the opt-out card included in this letter) through the Enrollment/Change form under "CCA" in the navigation bar.

To opt-out, you may:

- Return the enclosed "Opt-Out Reply Card", **OR**
- Call the Hudson Valley Community Power program hotline at (845) 859-9099 x2, **OR**
- Go to www.hudsonvalleycommunitypower.com and submit your information (name on utility account, service address, and Pre Enrollment ID number from the opt-out card included in this letter) through the Enrollment/Change Form under "CCA" in the navigation bar.

Note: This mailing was not paid for by taxpayer dollars. All funding was provided by the electricity supplier chosen by the municipality.

¹ Municipal authority enabled by NY State regulation.

² A division of Joule Assets, Inc.

Appendix G: Sample Outreach Materials

8. Will I save money by participating in Rochester Community Power?

Rochester Community Power rates are fixed for the term of the contract. While our large customer base assures competitive bids from suppliers, fixed-price contracts do not guarantee that rates will be lower in any given month or save money throughout the contract period. The renewable supply rate may be slightly higher than a standard rate. You are free to exit the Program at any time with no fees or penalties.

9. How does Rochester Community Power affect me?

Unless they opt-out, all eligible homeowners and small businesses are automatically enrolled. The only thing that changes on your electricity bill is your rate and supplier. RG&E continues to be responsible for delivery, billing, and repair services. Should service be interrupted, call RG&E. You may opt-out at any time without any fee or penalty. If you change your mind after opting out, you will be able to opt-in again online or by phone. There are no fees to opt-in or opt-out of the program.

10. What if I don't want to participate?

Any household or small business receiving electricity supply from RG&E may opt-out before the program starts with no penalty by any of the following means:

- (1) returning the opt-out reply card included in this mailing by July 30th, **OR**
- (2) filling out the Enrollment/Change Form on the www.rochestercommunitypower.com homepage **OR**
- (3) calling (585) 244-0244

Please be ready to provide the name and service address on your utility bill and the Pre Enrollment ID number from the opt-out card included in this letter. If you participate in the Program and later change your mind, you may exit the program at any times with no fees or penalties.

11. Is there a fee for opting out of Rochester Community Power?

There are no fees or penalties for opting out at any time.

12. If I exit the program after it launches, how will that affect my service?

Your service will not be interrupted and you'll be switched back to RG&E supply service for the following billing cycle.

13. Am I eligible to participate if I'm on a budget or level billing program with RG&E?

Yes, customers may participate in the program and remain on budget billing.

14. I have my own solar panels on my property or I participate in community solar. Can I still participate the Rochester Community Power Program?

Yes. Solar customers and community solar subscribers still need an energy supplier to provide excess power beyond the production of their solar system or their community solar allocation. If you do not opt-out, you will be enrolled in the Program like any other customer and will pay a fixed rate for that excess power.

For additional information,
Email info@rochestercommunitypower.com
Call (585) 244-0244
or visit
www.rochestercommunitypower.com

Finger Lakes Community Choice

CLEAN ENERGY PROGRAM LAUNCHES IN THE VILLAGE OF LIMA

COMMUNITY CHOICE

- Support renewable energy
- Access to cheaper electricity
- Consumer protections
- No solar panels to install
- No contracts to sign

Join the Finger Lakes Community Choice Team at a remote public info session to learn more about your village's offerings and your choices:

Wednesday, June 16th, 2021 at 8:00 PM

Zoom Meeting Link:

www.bit.ly/Lima16June

Tuesday, July 14th, 2021 at 7:30 PM

Zoom Meeting Link:

www.bit.ly/Lima14July

The Village of Lima is launching our community choice program through Finger Lakes Community Choice. This program has two offerings, community choice electricity supply and community choice solar.

The program enables municipal leaders to leverage the purchasing power of residents and small businesses to negotiate more favorable terms for electricity supply.

To check your program eligibility:
<https://jouleassets.outgrow.us/FLCC>

Learn more and check the public event calendar:
www.fingerlakescommunitychoice.com

Questions?

Email us at: info@fingerlakescommunitychoice.com
or call us at: (585) 244-0244

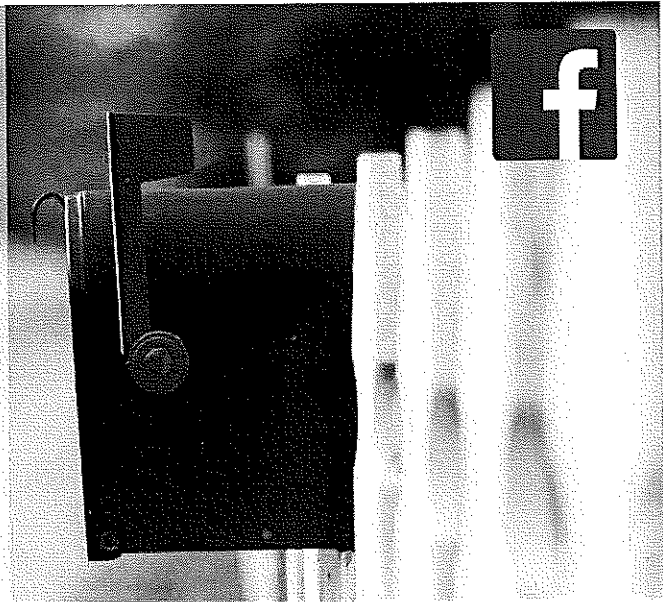


Look out for a letter!

All eligible residents and small businesses will be receiving a letter outlining our new default energy supply and your choices.



Believe.



City of Rochester, NY
Lovely A. Warren, Mayor
Rochester City Council



CITY OF BEACON New York

Randy J. Casale, Mayor

OFFICE OF THE MAYOR

845-838-5011

Dear Resident,

I have the pleasure to announce that the City of Beacon's community energy program, Hudson Valley Community Power, is offering an additional and beneficial opportunity for residents. On a first-come basis, you can subscribe to a local Community Solar project through the Program, and by so doing, save an additional, guaranteed ~10% on your entire Central Hudson electricity bill and contribute to a fund to support a sustainability project in Beacon.

In this way, we are working in partnership to achieve local environmental goals and save residents money on their electricity bills. This additional savings opportunity is available to subscribers for the next 25 years, and there is zero risk for you. You can cancel at any time without any penalty.

In addition to saving you money and supporting additional local renewable energy, every enrollment will generate \$50 for a Beacon Sustainability Fund. We have lots of good ideas that the funds could be allocated towards. Enrollments must be complete by November 30th to contribute to the fund.

You can enroll at www.hudsonvalleycommunitypower.com/localsolar

Please join me and the Hudson Valley Community Power team on October 10th at a "Clean Power" event at Hudson Valley Brewery from 5 - 8 pm where we will discuss the program and answer your questions. See reverse for more information.

There will be complementary refreshments. RSVP at tinyurl.com/hvcpcleanpower

You can also ask questions and get help with enrollment at the community-hosted office hours on Wednesdays from 11 to 12:30 at the Beacon Recreation Center. Or call HVCP at (845) 859-9099. Go to www.hudsonvalleycommunitypower.com to learn more.

Sincerely,


Mayor Randy Casale

THURS, OCTOBER 10TH

CLEAN POWER

expo 5 - 8PM

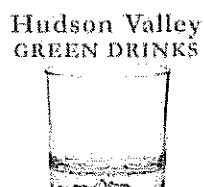
RENEWABLE ENERGY FOR ALL
GREEN EXHIBITORS, EV TEST DRIVES + MORE

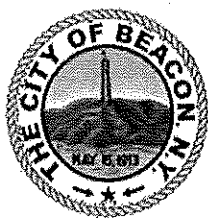
MAYOR RANDY CASALE OF BEACON + THE
HUDSON VALLEY COMMUNITY POWER TEAM
discuss local + clean community
energy solutions.



RSVP at www.tinyurl.com/hvcpcleanpower
Free drink for first 50

AT THE
HUDSON VALLEY BREWERY
7 Main St, Beacon, NY 12508





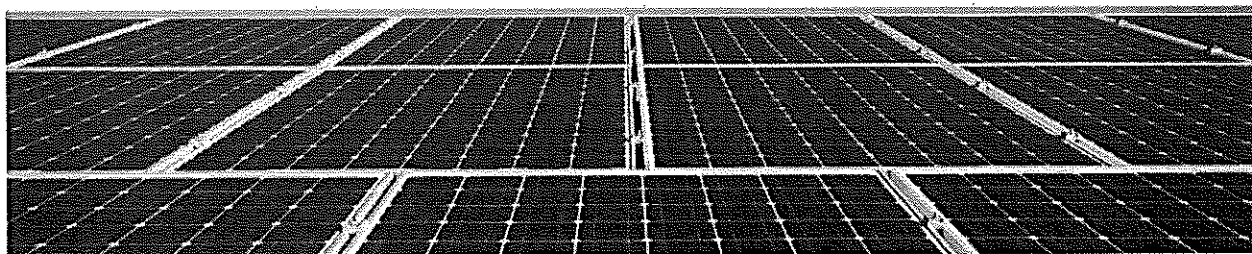
CITY OF BEACON

cityofbeacon.org

Hudson Valley Community Power



TAKE ADVANTAGE OF YOUR COMMUNITY POWER PROGRAM CHOOSE COMMUNITY SOLAR



Community Choice Aggregation & Community Solar
Work together to reduce carbon emissions AND electricity costs

- ☀ **Save ~10% annually**
- ☀ **Support local renewable energy**
- ☀ **No rooftop panels**
- ☀ **Central Hudson still delivers your electricity**
- ☀ **Every enrollment through Hudson Valley Community Power raises money for a Beacon Sustainability Fund**



"Both the CCAP program and Community Solar are no-brainers for everyone; they save people money and increase clean energy use in New York State, particularly here in the Hudson Valley. These programs are even better for people with less money since the savings will be even more meaningful." - Mayor Randy Casale

Please call (845) 859-9099, option 1, to learn more

Se Habla Espanol, tambien

Signup at: hudsonvalleycommunitypower.com/solar



A division of Joule Assets

The current solar farm by:

nexamp

**Sign up for
Community Solar**
To save money and support
local sustainability project

Join Philipstown Supervisor Richard
Shea and the HVCP team at Glynwood,
February 22nd to learn more



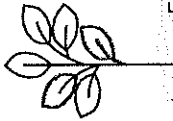
Town of Philipstown
Supervisor
238 Main Street
PO Box 155
Cold Spring, NY 10516

SOLAR GATHERING AT THE FARM

February 22nd, 3-5 PM

Glynwood Farm, Perkins House

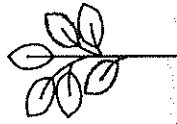
363 Glynwood Road, Cold Spring, NY, 10516



Refreshments will be served

RSVP and learn more at:

hudsonvalleycommunitypower.com/events



Each enrollment through Hudson Valley Community
Power generates funds for a Town of Philipstown
Refrigerant Management Program at no cost to you.

Enrollment deadline: March 31st.

Enroll at: hudsonvalleycommunitypower.com/solar

Geneva Community Power is a local renewable energy program serving residents and businesses in the NY Finger Lakes region.

Joule Community Power is leading a paradigm shift in New York State by guiding municipalities and residents towards 100% clean energy. Joule Community Power has partnered with the Town of Geneva to establish a renewables program that allows residents to benefit from local energy while spending less on electricity and supporting clean generation.

Giving Back

The program also generates funds for locally selected sustainability initiatives, bringing residents together around a common cause. In Geneva's case, the community has chosen to fund a stormwater control project on Seneca Lake.

What is Geneva Community Power?

Geneva Community Power is a town-endorsed and community-supported local renewable energy program that:

- Supplies local clean energy in the form of solar power.
- Provides guaranteed savings of approximately 10% on subscribers' electricity bills for up to twenty-five years.
- Generates funds the Town can direct towards sustainability projects and initiatives. More specifically, the Town of Geneva received \$25,000, when 400 residents had signed up for the program.*

Geneva Community Power is a partnership between the Town of Geneva and Joule Community Power, energy consultant to the Town of Geneva.

Local Partnership and Trust



While the relationship with the Town fosters trust, working with community partners lend expertise and familiarity. Local partnership is a core tenet of the program design. In Geneva, we are fortunate to be partnering with the dedicated and engaged Town Supervisor and Geneva's part-time Climate Smart Coordinator.

** 400 subscribers needed to ensure: (1) the solar farm gets built, and (2) the Town receives \$25,000 to use towards funding a sustainability initiative of their choosing.*

Outreach, Marketing, and Advertising



Joule worked closely with local interest groups and leaders to promote community engagement and cohesion through empowerment. This was achieved through hosting information sessions and public meetings to organize local community leadership, as well as weekly enrollment sessions. We also launched traditional and social media outreach campaigns to raise awareness of the program.

The following are examples of our outreach:

Local Events

Events at Billsboro Winery, and the Smith Opera House

- 100+ attendees
- Presenters: Town Supervisor Mark Venuti (overview) and the Joule Community Power Team (Q&A)

Social Media Engagement

(stats since 1/19 and as of 4/19)

Facebook

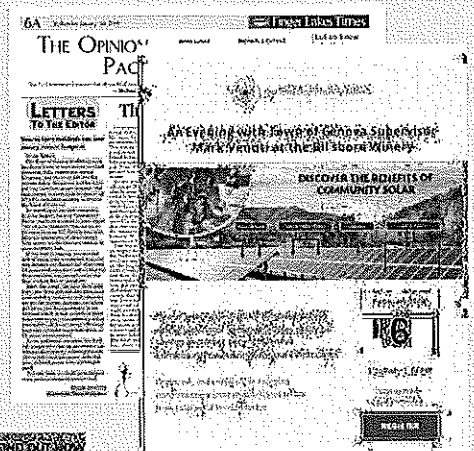
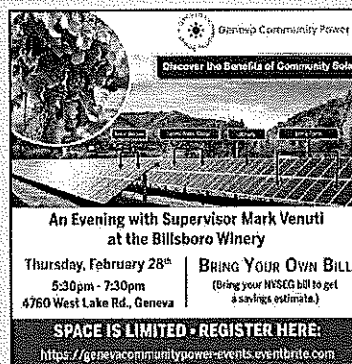
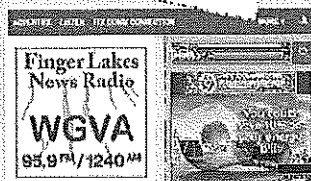
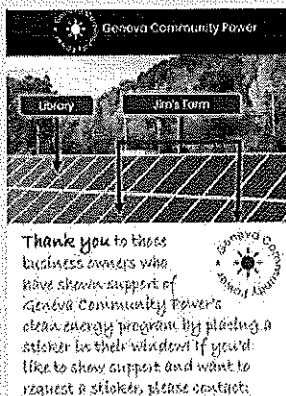
- Reach: 27,500
- Engagement: 3,470
- Facebook Live events

Website Engagement

(stats since 1/19 and as of 11/19)

- 4,869 unique visitors
- 5,839 visits
- 12,634 page views

We marketed our events via the program website, Town website, social media, Chamber of Commerce, the Regional Development Council, Hobart William Smith College, newspaper print ads, and radio spots.



Marketing Program

Sustainability Funding

Once 400 people enroll in Geneva Community Power, the Town of Geneva receives \$25,000 to put towards its sustainability project. This target was met June 26, 2019.

With matching funds from the State through the Water Quality Improvement Program, the Town will be able to sponsor a potential \$100,000 watershed project to protect Seneca Lake.

Project Poll

In December 2018, Joule Community Power hosted a Town Hall meeting with Town influencers and leadership. Those present narrowed down the funding project candidates to four choices.

In order to decide how to apply the grant award, the Town of Geneva sought input from its residents. They were asked to choose—via an online poll and at informational meetings—between four sustainability project candidates.

The Winner: Storm Water Control!

Seneca Lake is an important natural resource that provides abundant amounts of drinking water, recreation, fishing, and economic opportunities for the greater Seneca Lake community and visitors to the region.

Watershed retention projects control the flow of water upstream so there is less damage downstream and decreased nutrient loading in lakes. Storm water control helps prevent blue-green algae and other water contamination.



\$25,000 to Fund a Sustainability Project

Geneva will be awarded \$25,000 to help fund one of four sustainability projects, provided that four hundred NYCC customers enroll in Geneva Community Power! Local residents have been given a chance to help decide which project to pursue. The town will select the project to pursue based on the results of the poll and the input of the community. The project will be completed by the end of the year.

Thank you to those business owners who have shown support of Geneva Community Power's sustainability program. We are excited to see the results of the poll and the input of the community. We will be in touch with you again to report on the results. Please contact Jacob Lee at (518) 831-4444.



Choose Renewable Energy and Help Seneca Lake

A DIRECT INVESTMENT INTO YOUR COMMUNITY

If 400 subscribers enroll in Geneva Community Power, Geneva receives \$25,000 for a storm water control project benefiting Seneca Lake!

Check enrollment

DETERMINING HOW TO SPEND THE

In order to decide how to apply the grant, we sought input from its residents. Area residents via an online poll and at informational sustainability project candidates.

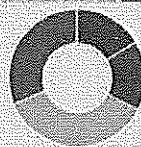
The Winner: Storm Water Control

This is what people in the community had to say:

"The lake is the backbone of future economic development."

"Life is water."

Which of the following sustainability initiatives do you want Geneva to pursue?



In the Discussion

Which project would be most impactful? In the discussion, how the \$25,000 grant could spend one of the following four sustainability initiatives:



1. Read more about the four projects.
2. Come to our Social on 4/10 to hear the details and register for the event.
3. Vote online before 4/10 to let us know which project you'd like to pursue.

To learn more about Geneva Community Power please visit: www.genevacommunitypower.com

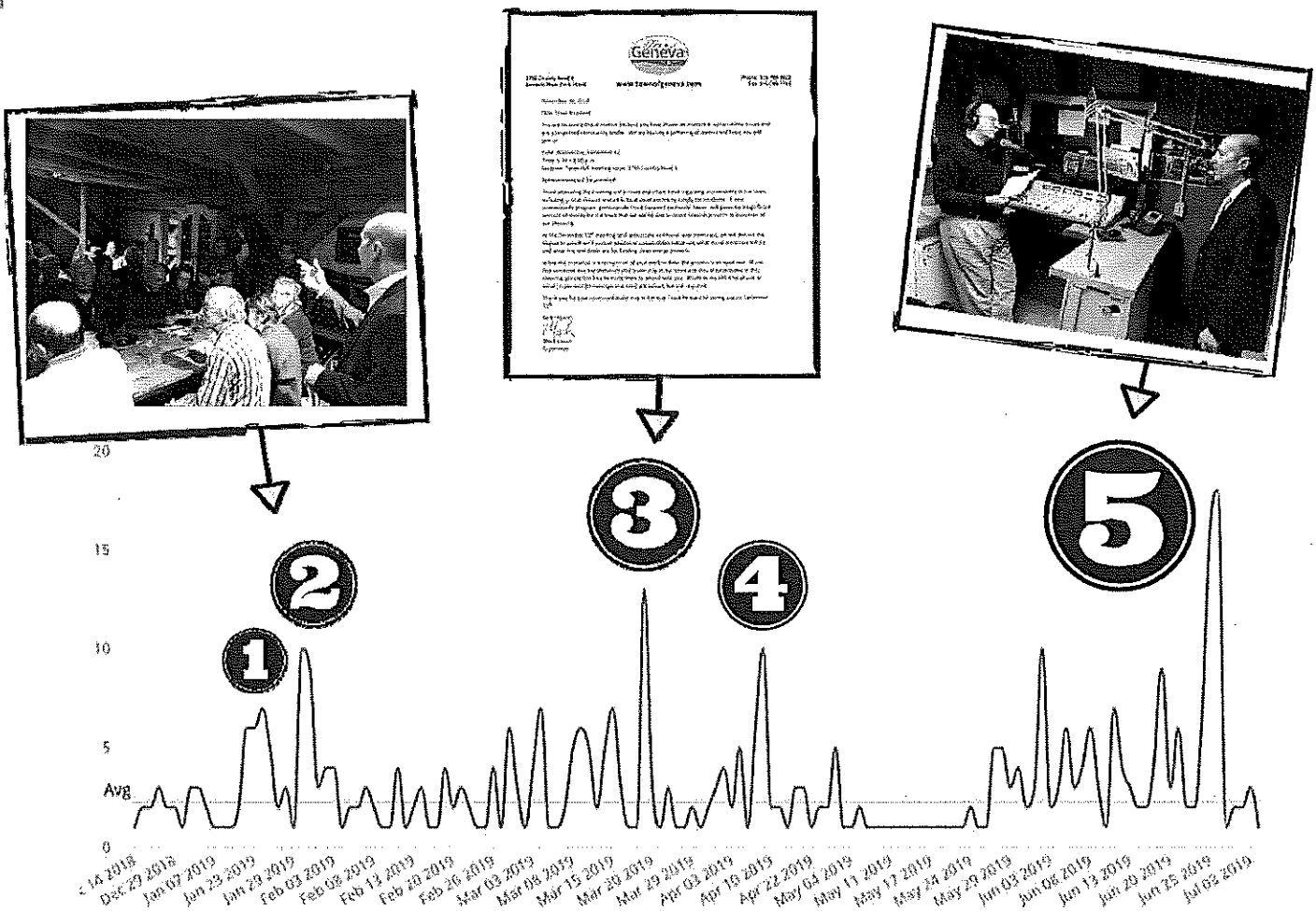
REGISTER TO ATTEND:

<https://genevacommunitypower-nyccs.eventbrite.com>

In Geneva, we also worked with local environmental groups, such as the Seneca Lake Pure Waters to create momentum around the common goal of a cleaner, healthier future, through renewable power and the local clean water initiative.



Our local partners in Geneva have been active participants and their activities have given visible results. The graph below shows significant dates and enrollment bumps, which correlate with the town's active endorsement of the program.



Significant Dates and Enrollment Bumps include:

1. January: Supervisor publicly endorsed the program in local newspaper articles and radio.
2. February: two public events, led by Town Supervisor.
3. March: all residents get USPS mailing about the program with enrollment forms. Public event gets posted to local college staff and faculty.
4. April: public event downtown. Discuss possible sustainability projects and close voting. Press release.
5. June: push message of June 26th deadline. Radio interview series and corresponding ads. Supervisor personally writes to people. Email campaign to get people to complete their enrollment in time: Result 400 enrollments!

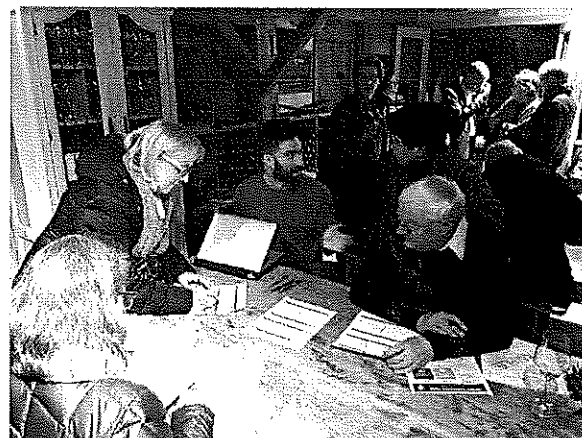
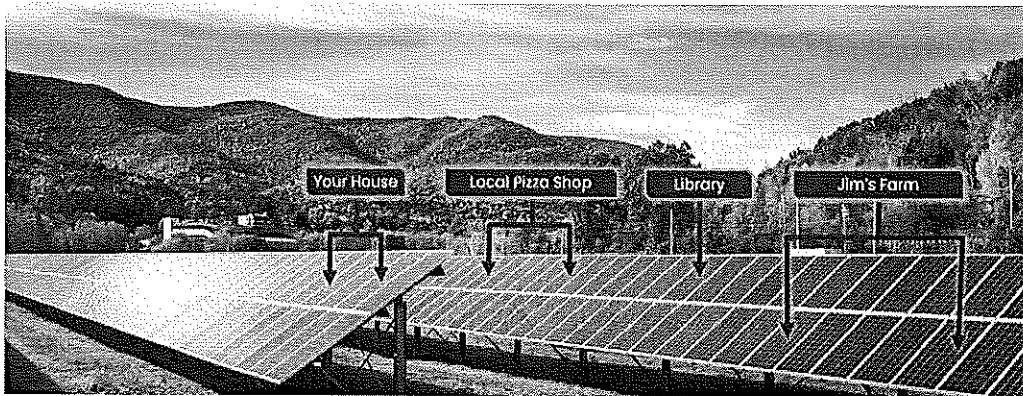
TARGET REACHED!

What Worked

Community solar is an excellent opportunity for anyone who cannot install their own solar panels. It was designed to give equal access to solar savings and, at the same time, to support the generation of additional renewables. But residents are inundated with energy offerings including misleading marketing. It is difficult and expensive for community solar developers to cut through the noise and build enough trust to fill their projects.

The local municipal partnership is foundational to our program design. The Town's active endorsement of the Joule-vetted program is a service to residents who want to participate but are overwhelmed. And municipal communications amplify our program outreach efforts.

The result: 15% of the households in the Town of Geneva enrolled, the target of 400 enrollments was met and \$25,000 raised for local watershed projects.



Event at Billsboro Winery. To the right: our local partner and Geneva's Climate Smart Coordinator, answering questions and helping attendees enroll.

RESOLUTION NO.: 266 - 2023

OF

DECEMBER 18, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH ALBERTO HERNANDEZ IN THE AMOUNT OF \$44,717.94

WHEREAS, Alberto Hernandez brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Forty-Four Thousand, Seven Hundred Seventeen and 94/100 Dollars (\$44,717.94) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Alberto Hernandez in the total amount of Forty-Four Thousand, Seven Hundred Seventeen and 94/100 Dollars (\$44,717.94) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

Old Business/ Asuntos Pendientes- *There was no old business to discuss.*

New Business/ Nuevos Negocios- *There was no new business to discuss.*

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento

Councilmember Grice commented. There are things that we still need to push for, such as increasing home ownership for residents, as well as good cause eviction and the fight for short-term rental regulations. He stated he would represent Lander Street as much as possible. As a descendant of family that was impacted by Urban Renewal, we need to keep in mind, those people who were displaced from urban renewal property. He encouraged everyone to look up the Community Choice Aggregation if you are not familiar with it, because it is going to help people with their energy costs. You can opt out if you choose, because the government can't force you into the program. He thanked his children for allowing him to serve on council, while also trying to balance fatherhood. He thanked his wife who held him down. As a business owner, he feels that it is the community that makes the business successful. He thanked everybody for their support.

Councilmember Martinez thanked every single person who supported this historic piece of legislation that we just passed. We are the second city north of Rockland County to pass ETPA. This has been in the works for a long time. She was glad that Grice was also able to see it pass before he leaves public office. She is a renter herself, and she is also a public servant who is proud to represent the hardworking people of the City of Newburgh. The vacancy study showed us what we already knew; there is a housing crisis in Newburgh. While this is not the only solution; there are multiple moving pieces that we will continue to work on to ensure that families of Newburgh are able to stay in Newburgh. She thanked Grice for everything that he has done.

Councilmember Monteverde commented. What a way to end 2023! This was the final piece and now we can move forward with it, as well as look at other possibilities. She hopes the council can figure out a pathway to home ownership too. She is looking forward to continuing the work on this council. She stated hats off to everyone. She wished everyone a Happy Holiday.

Councilmember Shakur thanked everyone for coming out tonight. This is just the beginning. Your rent is not going to go down tonight; there is a process involved. We are working on it, and we have to make sure it is done right. We have to put the right people in place. He wished everyone a Happy Holiday and New Year. On January 1st he plans to come back to work hard for this city. Tenants are going to have to organize these tenants, and they have to make sure they know their rights. If you don't do that it is going to make it harder.

Councilmember Sklarz commented. He thanked everyone for coming out tonight. We passed the housing report in June 2021. He has seen everyone at every single meeting since then. He chuckled when he said they could take a break if they want to take one now. Sklarz is certain there will be other battles to fight in 2024, and he looks forward to seeing everybody then. He wished us all a Happy Holiday season.

Councilmember Sofokles thanked Grice for everything that he has done. She spoke to the audience when she said they are great, because they come and speak up about what is wrong in the city; and then the council listens to them. She recalled a time when it was just her and Lillie Howard attending city meetings. This is what makes the city work, and this is what makes the changes. Also, we have great department heads in our city. This is what makes Newburgh come back. Even if you are only able to participate a little, it makes a lot of difference. She wished everyone a Happy Holiday.

Mayor Harvey thanked everyone for coming out tonight. He thanked the executive staff, as well as his colleagues on the city council. We got a lot of work done in 2023. Your voices have been heard. We have to continue organizing though, because the fight does not stop at city government. As a community, we have to go to Orange County too. We need to show up at their meetings, in numbers, and change the way they do business. Put some heat under the feet so we can get the transportation and the social services fixed. Then we have to go to Albany, and finally Washington, D.C. This is how we have to move to help get our young people into meaningful training and jobs to help reduce the gun violence in the city. He thanked For the Many, and all the organizations that came up and spoke out. When we hear from you, that is Democracy. Your government officials are held accountable so we can do what the people want us to do in these positions. He stated Feliz Navidad and Happy Holidays to everyone.

This portion of the meeting was closed.

Adjournment/ Aplazamiento

There being no further business to come before the council, the meeting adjourned at 7:48 PM

KATRINA COTTEN
DEPUTY CITY CLERK