City of Newburgh Council Work Session
Sesion de trabajo del Concejal de la Ciudad de Newburgh
May 6, 2021
6:00 PM

Work Session Presentations

1. Below the Line Bootcamp Workforce Development Update
2. New York Project Hope at Independent Living Presentation

Engineering/Ingeniería

3. Proposal with ARCADIS For Concrete Condition Assessment at WPCP

   Resolution accepting a proposal and authorizing the City Manager to execute a contract with Arcadis of New York, Inc. for professional engineering services for a concrete condition assessment of the Energy Dissipation Structure and the primary clarifier influent channel at the Wastewater Treatment Plant in an amount not to exceed $62,000.00

Finance/Finanza

4. Fire & Codes Department Vehicles Surplus

   Resolution declaring Fire Department and Code Compliance Bureau vehicles as surplus

Water Department/ Departamento de Aqueductos

5. Lead Free Water Challenge

   Resolution authorizing the City Manager to apply and accept if awarded an Environmental Policy Innovation Center Lead-Free Water Challenge: Lead Service Line Replacement for Small Communities Program Grant for 100 hours of technical assistance to broaden the City of Newburgh Lead Service Line Replacement Project with no City match required

Planning and Economic Development/Planificación y Desarrollo Económico

6. 120 Grand Street - License Agreement with Strongroom for use and access

   Resolution authorizing the City Manager to enter into a license agreement with Strongroom to allow use and access to the Newburgh City Club located at 120 Grand Street (Section 24, Block 2, Lot 17) for an artwork display

Grants/Contracts/Agreements / Becas /Contratos/Convenios

7. Co-Sponsorship Agreements between the City of Newburgh and the Small Business Development Center (SBDC) for a Series of Small Business Training Seminars in the City of Newburgh

Resolution authorizing the City Manager to enter into a Co-sponsorship Agreement with the Small Business Administration for small business workshops to be held in the City of Newburgh

8. Resolution to Award a Community Development Block Grant (CDBG) CARES Act (CDBG-CV)Subrecipient Agreement to Montefiore St. Luke's Cornwall to Provide COVID-19 Barriers to Protect Patients and Staff

   Resolution authorizing the City Manager to enter into a Community Development Block Grant (CDBG-CV3) sub-recipient grant agreement in the amount of $30,000.00 with Montefiore St. Luke's Cornwall for the allocation of Coronavirus Aid, Relief, and Economic Security Act funding to provide protective barriers to patients and staff

9. Amendment No. 2 Extension of DEC PFOS Expense Reimbursement Contract

   Resolution authorizing the City Manager to enter into Amendment No. 2 to the agreement with the New York State Department of Environmental Conservation to extend the term for reimbursement of additional costs incurred by the City of Newburgh as a result of providing an alternate source of drinking water

10. Ferry Parking Lot Lease Extension

    Resolution authorizing the City Manager to execute a second extension until December 31, 2021 to the Agreement of Lease with Riverside Newburgh Realty, LLC for the continued lease of vacant real property known as Section 31, Block 5, Lots 13.2 and 14 for the purpose of providing parking for the Newburgh-Beacon Ferry commuters

11. Seventh MOU with Metro-North Railroad

    Resolution authorizing the City Manager to execute a Seventh Memorandum of Understanding with Metro-North Commuter Railroad Company to provide reimbursement of parking lot lease payments related to the Newburgh-Beacon Ferry Service

Police Department

12. Lexis Nexis Renewal Agreement

    Resolution authorizing the City Manager to execute an agreement with LexisNexis Coplogic Solutions Inc. to provide external accident reporting management services to the City of Newburgh Police Department

13. NYCOMCO Lease Agreement Renewal

    Resolution authorizing the City Manager to execute a lease agreement with New York Communications Company, Inc. to provide communications equipment and service for the City of Newburgh Police Department at a cost of $2,994.00 per month for 84 months

Discussion Items/Temas de Discusión

14. Parking Ecosystem Upgrades - Discussion

Executive Session/ Sesión Ejecutiva

15. Proposed, pending or current litigation

RESOLUTION NO.: _____ - 2021

OF

MAY 10, 2021

A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ARCADIS OF NEW YORK INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR A CONCRETE CONDITION ASSESSMENT OF THE ENERGY DISSIPATION STRUCTURE AND THE PRIMARY CLARIFIER INFLUENT CHANNEL AT THE WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED $62,000.00

WHEREAS, the City of Newburgh Wastewater Treatment Plant ("WWTP") was constructed in the late1960s and although improvements have been made the WTTP, the Energy Dissipation Structure ("EDS") and primary clarifier influent channel remain original to the WWTP; and

WHEREAS, the City is investing in improvements to the influent sewer, it is prudent to evaluate the condition of both the EDS and primary clarifier influent channel structures to determine remaining service life and options for rehabilitation or replacement; and

WHEREAS, the City solicited and received a proposal from Arcadis of New York, Inc. for professional engineering services for a concrete condition assessment of the Energy Dissipation Structure and the primary clarifier influent channel at the City of Newburgh Wastewater Treatment Plant; and

WHEREAS, such engineering services shall include a complete a structural investigation and condition assessment of the EDS and primary clarifier influent channel through visual observation and non-destructive testing and the preparation of a technical memorandum summarizing the field investigation and an opinion of probable construction cost for repairs identified and estimated replacement costs; and

WHEREAS, the cost of such proposal shall not exceed $62,000.00 and the funds shall be derived from existing NYSEFC grant/loan CWSRF C3-7332-11-00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to accept a proposal and execute a contract with Arcadis of New York, Inc., for professional engineering services for a concrete condition assessment of the Energy Dissipation Structure and the primary clarifier influent channel at the City of Newburgh Wastewater Treatment Plant in an amount not to exceed $62,000.00.

RESOLUTION NO.: _____ - 2021

OF

MAY 10, 2021

A RESOLUTION DECLARING FIRE DEPARTMENT AND CODE COMPLIANCE BUREAU VEHICLES AS SURPLUS

WHEREAS, the City of Newburgh Fire Department Code Compliance Bureau possess vehicles identified as two 2004 Jeep Grand Cherokees, VIN#1JGW48S04C429373 and VIN#1J4gw48S94C429372 which are no longer of use to the City; and

WHEREAS, the City of Newburgh Fire Department possesses vehicles identified as a 1998 GMC Suburban VIN#1GKGK26R6XJ701984, 1991 Chevrolet Pickup VIN#2FACP72FOMX161447, and a 1991 Ford F Series VIN# 2FDKF37HXMCA37457, which are no longer of use to the City; and

WHEREAS, the Fire Department has requested that the vehicles be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the vehicles as surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the vehicles identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus vehicles in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

RESOLUTION NO.: _____ - 2021

OF

MAY 10, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY AND ACCEPT IF AWARDED AN ENVIRONMENTAL POLICY INNOVATION CENTER LEAD-FREE WATER CHALLENGE: LEAD SERVICE LINE REPLACEMENT FOR SMALL COMMUNITIES PROGRAM GRANT FOR 100 HOURS OF TECHNICAL ASSISTANCE TO BROADEN THE CITY OF NEWBURGH LEAD SERVICE LINE REPLACEMENT PROJECT WITH NO CITY MATCH REQUIRED

WHEREAS, through a New York State Department of Health Lead Service Line Replacement Program Grant the City of Newburgh Water Department established a Lead Service Line Replacement Program; and

WHEREAS, the Environmental Policy Innovation Center offers technical assistance to small communities with a high percentage of low and middle income residents, disadvantaged and/or Environmental Justice communities to establish and expand lead service line replacement programs through its Lead-Free Challenge: Lead Service Line Replacement for Small Municipalities Program; and

WHEREAS, the City of Newburgh Water Department proposes to apply for and accept if awarded a grant for technical assistance in an amount up to 100 hours, with no City match required, from the Environmental Policy Innovation Center through its Lead-Free Challenge: Lead Service Line Replacement for Small Municipalities Program to broaden the City's Lead Service Line Replacement Program; and

WHEREAS, this Council has determined that applying for and accepting such technical assistance is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded technical assistance in an amount up to 100 hours, with no City-match required from the Environmental Policy Innovation Center Lead-Free Challenge: Lead Service Line Replacement for Small Municipalities Program to broaden the City's Lead Service Line Replacement; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

ENVIRONMENTAL POLICY INNOVATION CENTER

LEAD-FREE WATER CHALLENGE: LEAD SERVICE LINE REPLACEMENT FOR SMALL MUNICIPALITIES

SCOPE OF WORK

EPIC will provide up to **100 hours of technical assistance** for the selected applicants, targeted at accomplishing some or all of the following:

Launching and implementing a lead service line replacement program:

- Conduct an initial needs assessment with the water system
- Develop an action plan for becoming lead-free with the water system

Building a broad base of support:

- Identify and approach local elected officials and others who can become champions for the program
- Reach out to local organizations, especially with local grassroots, community, or environmental justice groups
- Generate earned media opportunities
- Develop and/or access educational materials

Developing a grant/loan financing strategy:

- Identify and connect with State Revolving Fund administrators, federal and state programs, foundations, and private corporations
- Assist with grant/loan applications

Connecting to other resources:

- Connect with groups offering other resources
- Set up a peer-to-peer network for municipalities
- Connect with technical expertise to develop a lead service line inventory

Policy expertise:

- Provide templates of ordinances and other potential policies to support lead replacement
- Provide guidance on federal regulations on lead

ENVIRONMENTAL POLICY INNOVATION CENTER

Fact Sheet

LEAD-FREE WATER CHALLENGE: LEAD SERVICE LINE REPLACEMENT FOR SMALL MUNICIPALITIES

WHO IS EPIC?

The Environmental Policy Innovation Center (EPIC) is a nonprofit organization based in Washington, DC whose mission is to build policies that deliver spectacular improvements in the speed and scale of conservation and environmental progress. In our water work, we focus on innovative policies that improve health, access, and affordability; eliminate disparities across water systems; and build public trust in water supplies.

WHY ARE WE LAUNCHING THIS CHALLENGE?

EPIC is launching a ***Lead-Free Water Challenge*** because we know that small municipalities and water systems may not have the resources that bigger municipalities have. Launching a lead service line replacement should not be difficult but it does take time and energy, so EPIC is willing to roll up our sleeves and help small municipalities get their own programs started.

WHO IS ELIGIBLE TO APPLY?

EPIC welcomes any applicants from small municipalities or water systems to apply. Although we are targeting water systems with a population of roughly 5,000-35,000, we will consider other population sizes.

HOW SHOULD INTERESTED MUNICIPALITIES APPLY?

Municipalities interested in applying to this challenge should complete our application through this online form, The application is also available at www.policyinnovation.org/water/leadfree. **The deadline to submit the application is June 15, 2021.** Early applications are highly encouraged.

ENVIRONMENTAL POLICY INNOVATION CENTER

LEAD-FREE WATER CHALLENGE: LEAD SERVICE LINE REPLACEMENT FOR SMALL MUNICIPALITIES

HOW WILL EPIC SELECT MUNICIPALITIES?

EPIC will review applications on a rolling basis through June 15, 2021, and interview final candidates before selecting five municipalities by July 1, 2021. We will select municipalities based on the following criteria:

- Existence (if known) of a high number of lead service lines identified in maps, an inventory, and/or presence of older housing stock
- High percentage of low and middle income residents, disadvantaged, and/or Environmental Justice communities
- History of lead action level exceedances
- Willingness to pursue a goal of becoming lead-free in drinking water over a decade and to sign an agreement with EPIC to work together
- Willingness to participate in a peer network of like-minded municipalities aiming to remove and replace lead pipes

WHAT HAPPENS ONCE A MUNICIPALITY IS ACCEPTED INTO THE PROGRAM?

EPIC will ask each selected municipality to sign a Memorandum of Understanding, agreeing to work together. EPIC will provide up to **100 hours of technical assistance** for the selected applicants, targeted at accomplishing some or all of the following:

- Launching and implementing a lead service line replacement program
- Building a broad base of support
- Developing a grant/loan financing strategy, though EPIC will not provide any direct funds to municipalities
- Connecting to other resources like other municipalities and other organizations with specific expertise
- Policy expertise

ENVIRONMENTAL POLICY INNOVATION CENTER

Request for Applications

LEAD-FREE WATER CHALLENGE: LEAD SERVICE LINE REPLACEMENT FOR SMALL MUNICIPALITIES

EXECUTIVE SUMMARY

The Environmental Policy Innovation Center (EPIC) is a nonprofit organization based in Washington, DC whose mission is to build policies that deliver spectacular improvements in the speed and scale of conservation and environmental progress. In our water work, we focus on innovative policies that improve health, access, and affordability; eliminate disparities across water systems; and build public trust in water supplies.

EPIC is launching a ***Lead-Free Water Challenge*** to help small municipalities interested in replacing lead service lines launch their own programs by offering technical assistance, connections to resources and funders, and information-sharing through peer networks. We know that eliminating lead pipes will significantly reduce the problem of lead contamination in drinking water. Removing these pipes will result in greater health equity and clean water for all if we focus on full lead service line replacement (i.e. both public and private service line replacement).

Our ***Lead-Free Water Challenge*** is supported by the Robert Wood Johnson Foundation and Spring Point Partners and also includes other partners:

Robert Wood Johnson Foundation

spring point

CENTER FOR GEOSPATIAL SOLUTIONS

BlueConduit

ENVIRONMENTAL POLICY INNOVATION CENTER

LEAD-FREE WATER CHALLENGE: LEAD SERVICE LINE REPLACEMENT FOR SMALL MUNICIPALITIES

BACKGROUND AND OPPORTUNITY

Lead in drinking water, unlike many other water contamination issues, has a relatively straightforward solution: remove and replace lead service lines, where they exist, from the water main to a home or residential building. While there are many larger cities across the United States working hard to replace lead service lines, many others - of the 11,000 communities who have lead pipes - have not yet launched a program. And until we replace the estimated 6 to 10 million lead service lines in the country, the threat of lead poisoning from drinking water remains.

With the pending revised federal Lead and Copper Rule (whose effective date has been extended by the Biden-Harris administration to allow for additional public input), there will likely be many changes affecting water systems across the United States, including a new mandate for all water systems to develop a lead service line inventory or demonstrate an absence of lead service lines within the first three years of the publication of the final rule.

EPIC is launching a ***Lead-Free Water Challenge*** to help incentivize smaller municipalities who are interested in working with us to move towards becoming lead-free in drinking water by replacing lead pipes over the next decade. We welcome submissions from public water systems (either directly or through their municipality) willing to make a commitment to remove all their lead pipes, with an emphasis on those who are aiming to replace full service lines, which means both the public side and the private side. We encourage interested public water systems from smaller municipalities to apply.

ENVIRONMENTAL POLICY INNOVATION CENTER

LEAD-FREE WATER CHALLENGE: LEAD SERVICE LINE REPLACEMENT FOR SMALL MUNICIPALITIES

ELIGIBILITY

EPIC welcomes applicants who demonstrate some or all of the following criteria:

- Public water system serving a municipality with a population of roughly 5,000-35,000 (though we will consider other population sizes)
- Areas with likely high number of lead service lines identified in maps, an inventory, and/or presence of older housing stock
- Little or no current lead service line replacement programs in place
- High percentage of low and middle income residents, disadvantaged, and/or Environmental Justice communities
- History of lead action level exceedances
- Willingness to pursue a goal of becoming lead-free in drinking water over a decade
- Willingness to participate in a peer network of like-minded municipalities aiming to remove and replace lead pipes

TO APPLY

Municipalities interested in applying to this challenge should complete our application through this online form available at **www.policyinnovation.org/water/leadfree**.

The deadline to submit the application is June 15, 2021. Early applications are highly encouraged. Proposals will be reviewed on a rolling basis, and follow-up interviews will be conducted before acceptance into the program. Successful applicants will be notified by July 1, 2021.

Please send inquiries to Maureen Cunningham, Deputy Director of Water at EPIC, at maureen@policyinnovation.org.

RESOLUTION NO.: _____ - 2021

OF

MAY 10, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH STRONGROOM TO ALLOW USE AND ACCESS TO THE NEWBURGH CITY CLUB LOCATED AT 120 GRAND STREET (SECTION 24, BLOCK 2, LOT 17) FOR AN ARTWORK DISPLAY

WHEREAS, Strongroom, a non-profit organization producing contemporary art installations, has invited artist Martin Roth to propose a site-specific work in the City of Newburgh; and

WHEERAS, Strongroom and Martin Roth propose a homage to Andrew Jackson Downing in the only building of his design still standing in the City of Newburgh in the form of a condensed version of Andrew Jackson Downing's original design for New York City's Central Park to be installed inside the walls of the City Club located at 120 Grand Street, more accurately described as Section 24, Block 2, Lot 17 on the official Tax Map of the City of Newburgh, and open for the public to observe and enjoy; and

WHEREAS, the proposed installation would include paths and benches for the public to enjoy along with a subtle sound system to reflect the sounds of the growing plants and movement by people and nature among them to create a "natural" concert hall; and

WHEREAS, by Resolution No. 251-2017 of September 11, 2017 and Resolution No. 127-2019 of May 28, 2019, the City Council authorized the City Manager to execute license agreements for the proposed art installation providing additional time to raise sufficient funding and complete the required engineering work in order to install the proposed art installation; and

WHEREAS, due to the coronavirus pandemic, Strongroom has requested more time and an extension of the license agreement to install the project in the summer of 2021; and

WHEREAS, this Council has determined that extending the term and entering into a new license agreement would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Strongroom to allow access to City-owned property known as the City Club located at 120 Grand Street (Section 24, Block 2, Lot 17) for the purpose of installing and displaying a temporary art exhibit for public viewing.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2021, by and between:

THE CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City" or "Licensor"); and

STRONGROOM, a non-profit corporation with an address of 234 Grand Street, Newburgh, New York 12550 ("Licensee").

WHEREAS, the City is the owner of the City Club located at 120 Grand Street in the City of Newburgh, and more accurately described as Section 24, Block 2, Lot 17 on the official tax map of the City of Newburgh (hereinafter referred to as "the Property"); and

WHEREAS, the Licensee has requested access to the Property for the purpose of undertaking the installation and exhibition of a temporary art exhibit;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. The City hereby represents that it owns the City Club, located at 120 Grand Street in the City of Newburgh, and more accurately described as Section 24, Block 2, Lot 17 on the official tax map of the City of Newburgh, and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee's employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 120 Grand Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to install and display a temporary art exhibit for public display.

Section 2. Use of and Access to 120 Grand Street ("the City Club"). Entry to the City Club is limited to the use and access necessary to install and display a temporary art exhibit for public viewing. Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee shall perform regular trash clean-up and maintenance of the grounds around the City Club. Licensee shall give Licensor no less than forty-eight (48) hours advance notice of its commencement of work in or on the City Club. Licensee acknowledges that the City intends to convey the City Club to a developer and shall cooperate with the City's developer, and its partners, employees, agents and contractors, in connection with any and all pre-development activities that may be authorized by the City during the term of this license agreement.

Section 3. Insurance. The Licensee shall not commence or perform work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

A. Workers' Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance at the time of the public opening of the installation shall be as follows:

1. General Liability Insurance in an amount not less than $1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than $3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than $50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement. Prior to the public opening and for the purpose of creating the installation, Licensee shall maintain liability insurance in the amount of $1,000,000.00 per occurrence.

C. Licensee may retain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 3 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 4. Damages. The relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 5. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the City Club under this License Agreement, excepting gross negligence or misconduct by the City.

Section 6. Term of License. The license or privilege hereby given shall commence upon the signing of this licensee agreement and shall expire without further notice to either party to the other on the earlier of the conveyance of the City Club by the City to a third party or midnight November 1, 2021.

Section 7. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 8. Termination of License. Either party may terminate this license prior to the expiration of the term specified in paragraph 6, with or without cause, on at least thirty (30) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license. The City may terminate this license agreement by ten (10) days' written notice when and if in its sole judgment it deems such termination is necessary in the City's sole reasonable discretion.

Section 9. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 12. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____
Joseph P. Donat, City Manager
Per Resolution No.:

STRONGROOM
LICENSEE

By: _____

Approved as to form:

_____
MICHELLE KELSON
Corporation Counsel

_____
TODD VENNING
City Comptroller

RESOLUTION NO.:_____ - 2021

OF

MAY 10, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CO-SPONSORSHIP AGREEMENT WITH THE SMALL BUSINESS ADMINISTRATION FOR SMALL BUSINESS DEVELOPMENT WORKSHOPS TO BE HELD IN THE CITY OF NEWBURGH

WHEREAS, following a Community Needs Assessment and Federal Partners Tour organized by the New York Office of the U.S. Department of Housing and Urban Development, in December 2016, the Small Business Administration ("SBA") has completed plans to develop workforce training geared to assist entrepreneurial interest in new business development and skill in writing and managing business plans; and

WHEREAS, by Resolution No. 103-2018 of April 23, 2018 and Resolution No. 94-2020 of April 13, 2020, the City Council authorized the City Manager to enter into an agreement with the U.S. Small Business Administration to co-sponsor the "Small Business Basics Workshops" in the City of Newburgh; and

WHEREAS, the SBA has proposed two workshops for 2021: The Basics of Business Law, scheduled for May 13, 2021, and Diversity is Good for Business, scheduled for June 17, 2021, designed to educate the community in order to assist, prepare and counsel them in their quest to become entrepreneurs; and

WHEREAS, the administration of the workshops requires an agreement between the City of Newburgh and the SBA, which agreement is annexed hereto; and

WHEREAS, the City Council has reviewed the agreement and finds that the execution of same is in the best interests of the City of Newburgh and its citizens;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with the U.S. Small Business Administration, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by Counsel, to co-sponsor the "Small Business Basics Workshops" in the City of Newburgh.

New York Small Business Development Center
Co-Sponsorship Agreement

It is agreed by and between the Mid-Hudson SBDC and **The City of Newburgh,** hereinafter known as the co-sponsor, to provide training as specified in this agreement.

Title of Event:	Diversity is Good for Business		
Date:	Thursday, June 17th, 2021 Time: 6:00-7:30 PM		
Location:	Virtual		
Fee:	N/A		
Fees Collected:	N/A		
Co-Sponsor:	The City of Newburgh		
Fees Distributed:	N/A	Co-Sponsor:	Mid-Hudson SBDC

This agreement is subject to the following terms:

1. Printed material promoting the availability of the training should include this language whenever possible:

   Funded in part through a Cooperative Agreement with the U.S. Small Business Administration. Reasonable accommodations for persons with disabilities will be made if requested at least two weeks in advance.
   Contact the Mid-Hudson SBDC (845)802-9150 or sbdc@sunyulster.edu to make arrangements. Services are extended to the public on a nondiscriminatory basis.

2. Co-sponsors agree to the following:

   Assist with the organization, logistics and promotion of the event.
   Provide informational material if available

3. SBDC agrees to provide the following:

   Assist with the organization, logistics and promotion of the event.
   Provide informational material if available. Provide a presenter.

Rhoda S. Schmidt

April 15th, 2021

NY SBDC Representative

_____ April 15th, 2021

The City of Newburgh
Representative

New York Small Business Development Center
Co-Sponsorship Agreement

It is agreed by and between the Mid-Hudson SBDC and **The City of Newburgh,** hereinafter known as the co-sponsor, to provide training as specified in this agreement.

Title of Event:	Basic of Business Law		
Date:	Thursday, May 13th, 2021	Time: 6:00-7:30 PM	
Location:	Virtual		
Fee:	N/A		
Fees Collected:	N/A		
Co-Sponsor:	The City of Newburgh		
Fees Distributed:	N/A	Co-Sponsor:	Mid-Hudson SBDC

This agreement is subject to the following terms:

1. Printed material promoting the availability of the training should include this language whenever possible:

   Funded in part through a Cooperative Agreement with the U.S. Small Business Administration. Reasonable accommodations for persons with disabilities will be made if requested at least two weeks in advance.
   Contact the Mid-Hudson SBDC (845)802-9150 or sbdc@sunyulster.edu to make arrangements. Services are extended to the public on a nondiscriminatory basis.

2. Co-sponsors agree to the following:

   Assist with the organization, logistics and promotion of the event.
   Provide informational material if available

3. SBDC agrees to provide the following:

   Assist with the organization, logistics and promotion of the event.
   Provide informational material if available. Provide a presenter.

Rhoda S. Schmidt

April 15th, 2021

NY SBDC Representative

April 15th, 2021

The City of Newburgh
Representative

RESOLUTION NO.: _____ - 2021

OF

MAY 10, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV3) SUB-RECIPIENT GRANT AGREEMENT IN THE AMOUNT OF $30,000.00 WITH MONTEFIORE ST. LUKE'S CORNWALL FOR THE ALLOCATION OF CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT FUNDING TO PROVIDE PROTECTIVE BARRIERS TO PATIENTS AND STAFF

WHEREAS, by Resolution No. 6-2021 of January 11, 2021, the City Council adopted a second substantial amendment to the City of Newburgh Community Development Block Grant ("CDBG") FY2019 annual action plan for the allocation of Coronavirus Aid, Relief, and Economic Security ("CARES") Act funding; and

WHEREAS, the new Activities added to the CDBG FY2019 annual action plan include Public Service activities providing equipment , supplies, and material necessary to carry out a public service; and

WHEREAS, Montefiore St. Luke's Cornwall installed two automatic doors between the parking garage and the pedestrian bridge to prevent patients, families, employees and medical staff from having to touch door handles and purchased protective eyewear for staff from a local company to block aerosols in furtherance of COVID-19 infection prevention; and

WHEREAS, funding for the cost of such protective equipment in the amount of $30,000.00 will be derived from D1.8760.0400.8040.2020; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into a sub-recipient grant agreement with Montefiore St. Luke's Cornwall to provide funding for said equipment purchase and installation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into a sub-recipient grant agreement with Montefiore St. Luke's Cornwall in the amount of $30,000.00, with all such terms and conditions as may be required by the Corporation Counsel, for COVID-19 healthcare related equipment providing protective barriers to patients and medical staff.

COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF NEWBURGH AND MONTEFIORE ST. LUKE'S CORNWALL

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT ("Agreement") is made as of the 1st day of April, 2021, by and between the CITY OF NEWBURGH, a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 ("City") and Montefiore St. Luke's Cornwall, a Hospital non-profit corporation ("Subrecipient"), with an address of 70 Dubois Street, Newburgh, NY 12550.

RECITALS

A. The City has entered into various funding agreements with the United States Department of Housing and Urban Development ("HUD"), which agreements provide funds ("CDBG Funds") to the City under the Federal Housing and Community Development Act of 1974 (42 USC Sections 5301 et seq.), as amended from time to time (the "Act"), and the regulations promulgated thereunder 24 CFR Sections 570 et seq. ("Regulations"). The Federal award date of the CDBG Funds provided subject to this Agreement is April 2, 2020. The Federal Award Number ("FAIN") for the CDBG Funds provided subject to this Agreement B-20-MW-36-0119 . The Catalog of Federal Domestic Assistance ("CFDA") for the CDBG Funds provided subject to this Agreement is 14.218.

B. The Act provides that the City may grant or loan the CDBG funds to nonprofit organizations for certain purposes allowed under the Act.

C. The Subrecipient proposes to provide various services to low/moderate income persons as set forth in **Exhibit A** (Scope of Work).

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1 TERM OF AGREEMENT

1. Unless earlier terminated in accordance with Section 8 of this Agreement, this Agreement shall continue in force and effect until December 31, 2021.

SECTION 2 SUBRECIPIENT OBLIGATIONS

1. Use of CDBG Funds. Subrecipient hereby agrees to use the CDBG funds provided to Subrecipient solely for the project pursuant to all of the terms and conditions of this Agreement. The project is more particularly set forth in **Exhibit A** attached hereto and incorporated herein by reference. The CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "Budget" attached hereto as **Exhibit B** and incorporated herein by reference. The City may approve minor changes to the budget that do not exceed the maximum amount in Section 3 of this Agreement.
2. Representation and Warranties. Subrecipient hereby represents and warrants to the City as follows:

a. Subrecipient has read and is familiar with all of the terms and provisions of the Act and the Regulations applicable to Subrecipient.

b. Subrecipient is a non-profit organization permitted to receive CDBG funds under the Act and the Regulations.

c. The use of the facility, the project, and the expenses to be reimbursed by the CDBG funds, as described in the budget, are permitted uses of CDBG funds under the Act and the Regulations.

3. Compliance with Law. Subrecipient shall perform the project and operate the facility in accordance with all ordinances, resolutions, statutes, rules, and Regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including, but not limited to the Act and the Regulations. Particularly, Subrecipient shall comply with the requirements and standards of the following:

   a. OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21 "Cost Principles for Educational Institutions," as applicable;

   b. All Federal laws and regulations described in 24 CFR Part 84 and Subpart K of 24 CFR Part 570, including all affirmative action requirements set forth therein, but excluding the City's environmental responsibilities under 24 CFR Section 570.604 and the City's responsibility for initiating the review process under 24 CFR Part 52; and

   c. If Subrecipient is a religious organization, as defined by the Regulations, all conditions prescribed by HUD for the use of CDBG funds by religious organizations shall pertain.

   d. OMB Circular A-133, “Audits of States, Local Governments and Non-Profit Organizations.”

4. Licenses, Permits, Fees and Assessments. Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project and the operation of the facility.

5. Personnel and Participant Conditions.

   a. Civil Rights

      i. Compliance. Subrecipient agrees to comply with City and State civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

ii. Nondiscrimination. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

iii. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

iv. Section 504. Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 721) that prohibits discrimination against the handicapped in any federally assisted program.

b. Affirmative Action

i. EO 11246. Subrecipient, if applicable, will comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction Agreements. As specified in Executive Order 11246 and the implementing regulations, contractors, and subcontractors on federal or federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

ii. Women- and Minority-Owned Businesses (W/MBE). Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purposes of this definition, "minority group members" are African-

Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. Access to Records. Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

iv. Notifications. Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. EEO/AA Statement. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

vi. Subcontract Provisions. Subrecipient will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Subrecipient or vendor.

c. Employment Restrictions

i. Prohibited Activity. Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

ii. OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

d. "Section 3" Clause

i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement and binding upon the City, the Subrecipient and any sub-Subrecipients. Failure to fulfill these requirements shall subject the City, the Subrecipient and any sub-Subrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The

Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement: The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

ii. Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

iii. Notifications. Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iv. Subcontracts. Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-Subrecipient is in violation of Regulations issued by the grantor agency. The Subrecipient will not subcontract with any sub-Subrecipient where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub- Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Environmental Requirements. Lead Based Paint. In accordance with 24 CFR Part 570.608, Subrecipient shall be prohibited from using lead-based paint in residential structures rehabilitated with Community Development Block Grant funds. Lead-based paint is any paint containing more than five- tenths of one percent (5/10 of 1%) lead by weight in the total non-volatile content of liquid paints or in the dried film of paint already applied.

f. Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the obligations of the other.

SECTION 3 DISBURSEMENT OF FUNDS

1. Maximum Amount of CDBG Funds. The maximum amount of CDBG funds to be provided to Subrecipient is $30,000.00 in the form of a grant. Subrecipient hereby acknowledges that the City cannot guarantee that the CDBG funds will be received from HUD. The City's obligation to fund the work hereunder is limited to the availability of CDBG funds from HUD. If the CDBG funds are not forthcoming from HUD for any reason, the City shall not have any obligation to fund the work through any other source of funds.

2. Maximum Amount of General Funds. Not applicable.

3. Termination of Fund Obligation. The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City. In this event, City shall compensate the Subrecipient for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Subrecipient shall maintain adequate logs and timesheets in order to verify costs incurred to date.

4. Method of Payment- CDBG Funds. Unless otherwise specified in **Exhibit A**, not more frequently than monthly and at least quarterly, Subrecipient may submit to the Agreement Officer an invoice, in a form and/or manner acceptable to the City, setting forth the amounts actually expended by Subrecipient for the project; provided that said expenses are included in the budget (**Exhibit B**) and performance standards have been met. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is sought, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the City, including, but not limited to, paid receipts for each expense. To the extent the CDBG funds actually have been received from HUD, the City shall pay Subrecipient for all expenses stated on the invoice that are approved by City pursuant to this Agreement no later than the thirtieth day after the invoice is received.

5. Method of Payment - General Funds, if applicable. City shall pay Subrecipient an amount not to exceed the total sum noted in Section 3.2 for services to be performed. The City shall make payments for services satisfactorily performed within 30 days after said services are invoiced. City shall not pay any additional sum for any expense or cost whatsoever incurred by the Subrecipient in rendering services pursuant to this Agreement.

6. Program Income. Any program income, as such term is defined in the regulations, received by Subrecipient shall be retained by Subrecipient, as long as the amount held does not exceed the subrecipient’s projected cash needs for CDBG activities including activities to prevent, prepare for, and respond to coronavirus. The program income received by Subrecipient shall solely be used for the project or for the purpose of operating the facility. All provisions of this Agreement shall apply to activities funded by program income. All program income shall be expended by Subrecipient before the City is obligated to advance any other CDBG funds to Subrecipient under this agreement.

7. Separation of Funds. The Subrecipient shall certify that Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.

8. Indirect Costs. Not applicable.

SECTION 4 PERFORMANCE SCHEDULE

1. Schedule of Performance. Subrecipient shall commence, prosecute and complete the project within the time periods established in the "Scope of Work" as referenced in **Exhibit A**.

2. Reversion of Assets. Upon the expiration or sooner termination of this Agreement, Subrecipient shall (i) transfer to the City any and all CDBG funds and program income on hand (ii) any accounts receivable attributable to the use of CDBG funds or program income; and (iii) if any CDBG funds or program income was used by Subrecipient to improve or acquire real property and said CDBG funds or program income was in excess of Twenty-Five Thousand Dollars ($25,000), Subrecipient shall either (a) use said real property to meet one of the national objectives specified in 24 CFR Section 570.208 for a period of five (5) years after the termination or sooner expiration of this Agreement or (b) dispose of the real property and reimburse the City in an amount (together with any amounts previously repaid to the City) that is equal to the fair market value of the real property times a fraction, the numerator of which is equal to the amount of CDBG funds and/or other program income used to acquire or improve the property and denominator of which is equal to the fair market value of the real property immediately after the real property was acquired or improved with said funds.

SECTION 5 COORDINATION OF WORK

1. Representative of Subrecipient. The Executive Director is hereby designated as being the representative of Subrecipient authorized to act in its behalf with respect to this Agreement and make all decisions in connection therewith.

2. Contract Officer. Contract Officer shall be the City's CDBG Manager or such person as may be designated by the City Manager. It shall be Subrecipient's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Subrecipient shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

3. Prohibition Against Subcontracting or Assignment. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Subrecipient, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Subrecipient or any surety of Subrecipient of any liability hereunder without the express consent of City.

4. Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Subrecipient, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Subrecipient's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Subrecipient shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with the role. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Subrecipient in its business or otherwise of a joint venture or a member of any joint enterprise with Subrecipient.

5. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the City, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

6. The Subrecipient hereby certifies that:

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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 co-operative agreement;

    b. 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contractor, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

    c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1353, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SECTION 6 INSURANCE REQUIREMENTS

1. Insurance. Before beginning any work under this Agreement, Subrecipient, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Subrecipient and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Subrecipient shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Subrecipient shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Subrecipient's bid. Subrecipient shall not allow any subcontractor to commence work on any subcontract until Subrecipient has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Subrecipient shall maintain all required insurance listed herein for the duration of this Agreement.

2. Workers' Compensation. Subrecipient shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Subrecipient. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars ($1,000,000) per accident. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Subrecipient, its employees, agendas, and subcontractors.

   a. Submittal Requirements. To comply with Subsection 6.2, Subrecipient shall submit the following:

      i. Certificate of Liability Insurance in the amounts specified in the section; and

      ii. Waiver of Subrogation Endorsement as required by the section.

   b. Commercial General and Automobile Liability Insurance.

      i. General Requirements. Subrecipient, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not

less than one million dollars ($1,000,000) and automobile liability insurance for the term of this Agreement in an amount not less than one million dollars ($1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

ii. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

[A] The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

[B] City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Subrecipient; or automobiles owned, leased, hired, or borrowed by the Subrecipient.

[C] Subrecipient hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

[D] For any claims related to this Agreement or the work hereunder, the Subrecipient's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

iii. Submittal Requirements. To comply with Subsection 6.3 Subrecipient shall submit the following:

[A] Certificate of Liability Insurance in the amounts specified in the section;

[B] Additional Insured Endorsement as required by the section;

[C] Waiver of Subrogation Endorsement as required by the section; and

[D] Primary Insurance Endorsement as required by the section.

c. Professional Liability Insurance.

i. General Requirements. Subrecipient, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than one million dollars ($1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

ii. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

[A] The retroactive date of the policy must be shown and must be before the date of the Agreement.

[B] Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

[C] If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Subrecipient shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.

[D] A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

iii. Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

iv. Submittal Requirements. To comply with Subsection 6.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

d. All Policies Requirements.

i. Verification of Coverage. Prior to beginning any work under this Agreement, Subrecipient shall furnish City with complete copies of all certificates of insurance delivered to Subrecipient by the insurer, including complete copies of all endorsements attached to the policies. All copies of certificates of insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Subrecipient beginning work, it shall not waive the Subrecipient's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

ii. Deductibles or Self-Insured Retentions. Subrecipient shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before

beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

iii. Wasting Policies. No policy required by this Section 6 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

iv. Endorsement Requirements. Each insurance policy required by Section 6 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

v. Subcontractors. Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

vi. Remedies. In addition to any other remedies City may have if Subrecipient fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Subrecipient's breach:

[A] Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

[B] Order Subrecipient to stop work under this Agreement or withhold any payment that becomes due to Subrecipient hereunder, or both stop work and withhold any payment, until Subrecipient demonstrates compliance with the requirements hereof; and/or

[C] Terminate this Agreement.

SECTION 7 ADMINISTRATIVE REQUIREMENTS

1. Financial Management.

a. Accounting Standards. Subrecipient agrees to comply with 24 CFR Part 84 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. Cost Principles. Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles

for Educational Institutions," as applicable for all costs incurred whether charged on a direct or indirect basis.

2. Documentation and Record-Keeping

    a. Records to be Maintained. Subrecipient shall maintain all records required by the Federal regulations specific in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

        i. Records providing a full description of each activity undertaken;
        ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program set forth in 24 CFR 570.208;
        iii. Records required determining the eligibility of activities;
        iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
        v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
        vi. Financial records as required by 24 CFR Part 570.502, and Part 84; and
        vii. Other records necessary to document compliance with Subpart K of 24 CFR 570.

    b. Retention. Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment.

3. Client Data. Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure. Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records. The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).

6. National Objectives. Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives: (a) benefit low/moderate income persons, (b) aid in the

prevention or elimination of slums or blight, (c) meet community development needs having a particular urgency (as defined in 24 CFR Part 570.208).

7. Performance Monitoring. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

8. Close-Outs. Subrecipient obligations to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including but not limited to the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.

9. Audits and Inspections. All Subrecipient records with respect to any matters covered by this agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits.

SECTION 8 ENFORCEMENT OF CONTRACT

1. Applicable Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of New York and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Supreme Court of the County of Orange, State of York, or the United States District Court for the Southern District of New York. Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

2. Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the insuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the City may suspend any further payment of CDBG funds until Subrecipient is in compliance with this Agreement. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to

any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the depute is not cured.

3. Remedies Upon Default by Subrecipient. In addition to any other rights or remedies available at law or in equity, if Subrecipient fails to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8:

    a. Temporarily withhold payment of CDBG funds pending correction of the default by Subrecipient;

    b. Refuse to advance all or any part of the CDBG funds for the project and reallocate said funds to another activity;

    c. Wholly or partially suspend or terminate the award and this Agreement; and;

    d. Withhold further awards for the project and/or the facility; and

    e. Require Subrecipient to repay any CDBG funds that the City determines were not expended in compliance with the requirements of this Agreement, the Act or the Regulations.

4. Termination for Convenience. This Agreement may be terminated for convenience as provided in 24 CFR Section 85.44.

5. Waiver. No delay or omission in the exercise of any right or remedy by a non- defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7. Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of the Agreement.

8. Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be

entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SECTION 9 CITY OFFICERS AND EMPLOYEES

1. Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to Subrecipient, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to Subrecipient or to its successor, or for breach of any obligation of the terms of this Agreement.

2. Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his/her financial interest or the financial interest of any corporation, partnership or association in which s/he is, directly or indirectly, interested, in violation of any State statute or regulation. Subrecipient warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

3. Indemnify and Hold Harmless. Subrecipient agrees to indemnify, defend, and hold harmless City and its officers, agents and employees, from any liabilities, claims, suits or actions, losses or expenses, including attorney fees, caused by, arising out of, or in connection with, either directly or indirectly, Subrecipient's performance under this Agreement. Nothing herein shall be construed to require Subrecipient to indemnify the City, its officers, agents and employees against any responsibility or liability.

SECTION 10 MISCELLANEOUS PROVISIONS

1. Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:	City of Newburgh attn.: City Clerk 83 Broadway, 1st Floor Newburgh, New York 12550
copy to:	City of Newburgh attn.: Office of the Corporation Counsel 83 Broadway, 2nd Floor Newburgh, New York 12550

To Subrecipient: Montefiore St. Luke's Cornwall
70 Dubois Street
Newburgh, NY 12550

2. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

3. Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

4. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

5. Corporate Authority. The persons executing this Agreement on behalf of the parties hereby warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and, (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City and Subrecipient have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 2021 **CITY OF NEWBURGH**

By: _____
Name: Joseph P. Donat
Title: City Manager

DATED: _____, 2021 **Montefiore St. Luke's Cornwall**

By: _____
Name: Daniel J. Maughan
Title: President & Chief Operating Officer

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

On this ____ day of _____, in the year 2021, before me personally appeared Joseph P. Donat, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

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

On this ____ day of _____, in the year 2021, before me personally appeared _____, 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

EXHIBIT A – SCOPE OF WORK

EXHIBIT B -- BUDGET

EXHIBIT A
Community Development Block Grant (CDBG)

Scope of Services:

In direct response to the COVID-19 Pandemic, Montefiore St. Luke's Cornwall (MSLC), a 242-bed acute care hospital kindly requests funding under this Subrecipient Agreement (SRA) for enhancements to our physical plant as well as Protective Eyewear for our employees and medical staff.

Specifically, as it relates to the physical plant of the hospital, MSLC installed 2-Automatic Doors leading from our Garage into our Pedestrian Bridge to prevent patients, families, employees, and medical staff from having to touch door handles. Additionally, protective eyewear had become hard to find, and as the pandemic has gone on, ensuring we had eyewear that completely protected the eye from aerosolization, or fluid splashing became more difficult. MSLC was able to work out a deal with a local company to receive 1,000 pairs of protective goggles for our staff at a cost of $10.11/each.

About MSLC/Demographics:

Montefiore St. Luke's Cornwall (MSLC) is a not-for-profit 242-bed acute care community hospital with campuses in Newburgh and Cornwall, NY, as well as off-site facilities, that provide dedicated care to more than 250,000 patients per year. MSLC provides care to a geographic coverage area that serves a population of approximately 400,000 people. As a safety net provider, MSLC serves a population that has been designated as a medically underserved area (MUA), specifically in the City of Newburgh. The urban portions of the county are burdened with several severe health inequities and socioeconomic factors, with one third of the population living below the poverty line, residing in the county's three major cities of Newburgh, Middletown, and Port Jervis.

According to the 2019-2021 Mid-Hudson Regional Community Health Assessment, Orange County's population is 65.4% non-Hispanic White, with the second largest group being Hispanic at 19.7%. However, in the City of Newburgh, the largest population broken down by race/ethnicity is Hispanic, at 51%.

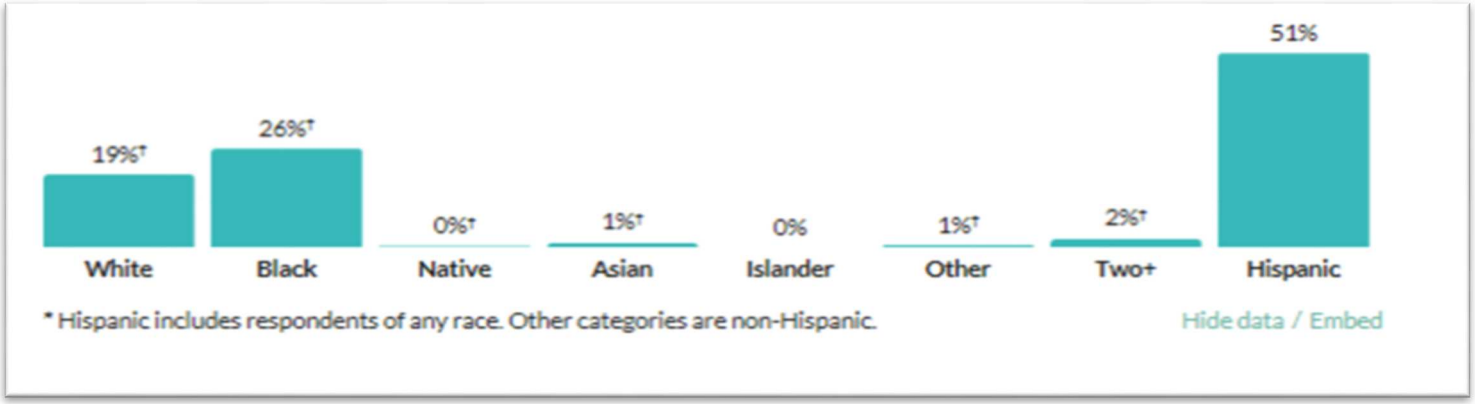
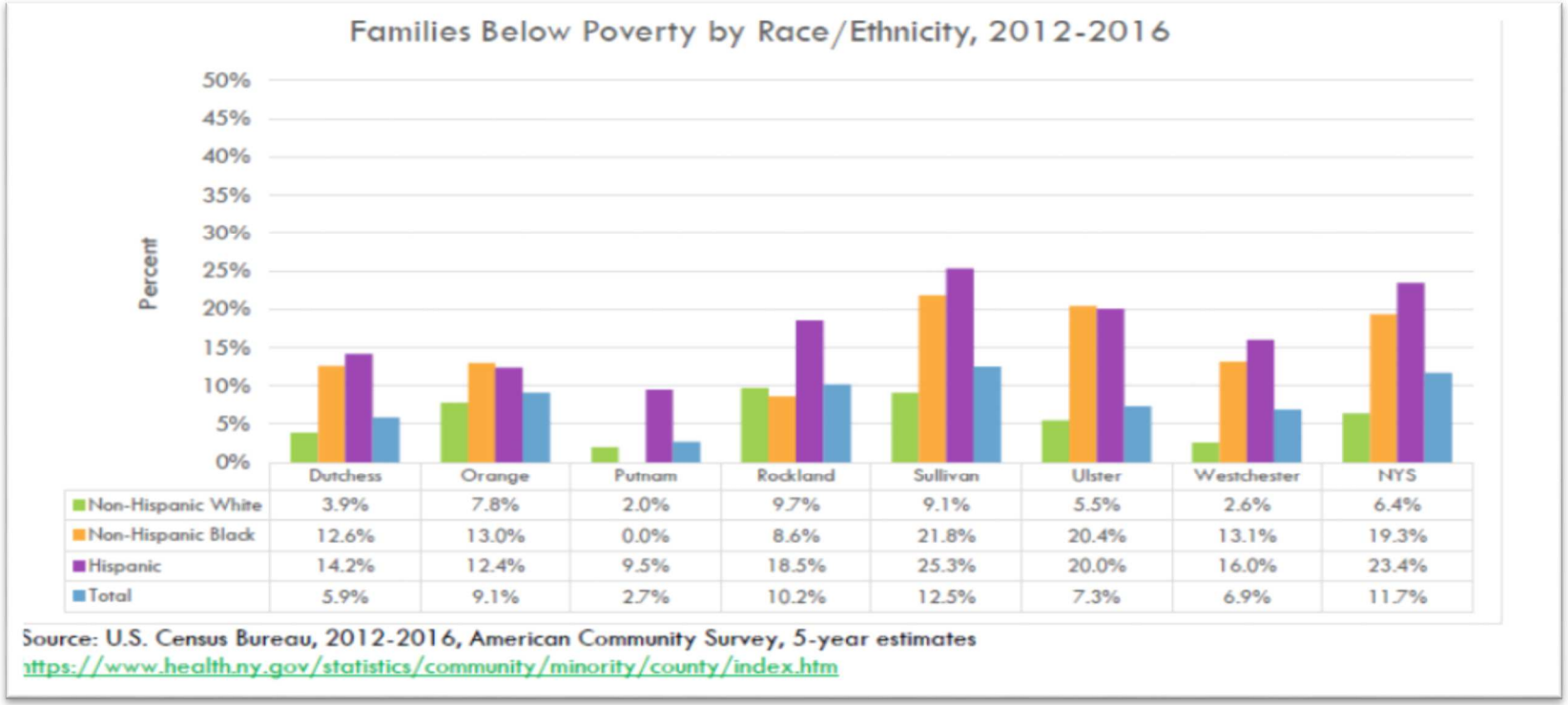


EXHIBIT A
Community Development Block Grant (CDBG)

The Mid-Hudson Region Community Health Assessment reports that the Non-Hispanic Black population had the highest rate of families below the poverty line. Orange County had 9.1% rate of families below the poverty line, which was the fourth highest rate in the Mid-Hudson Region, with Sullivan being the highest at 12.5%, however, see below the following grid with respect to the City of Newburgh:

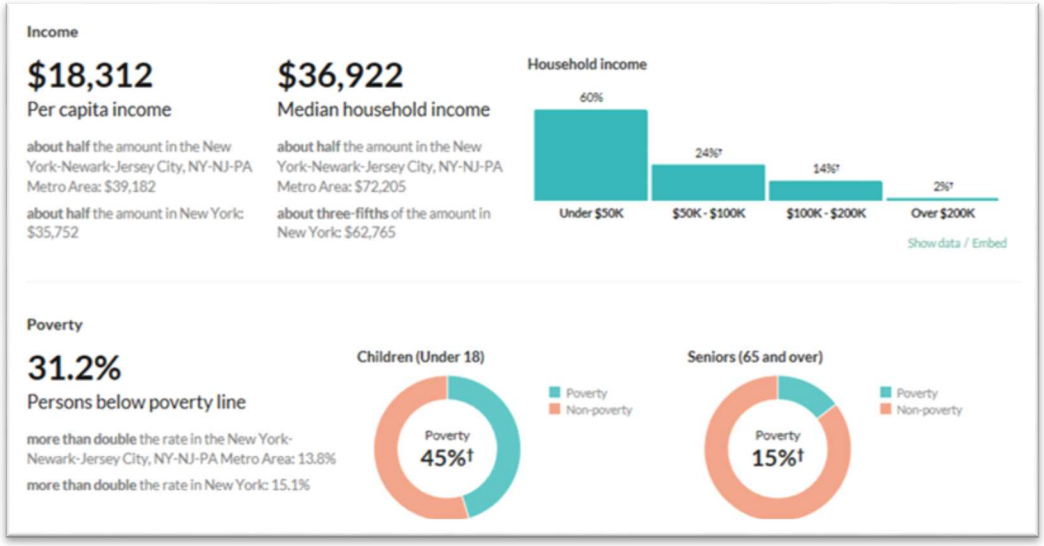


	Dutchess	Orange	Putnam	Rockland	Sullivan	Ulster	Westchester	NYS
Non-Hispanic White	3.9%	7.8%	2.0%	9.7%	9.1%	5.5%	2.6%	6.4%
Non-Hispanic Black	12.6%	13.0%	0.0%	8.6%	21.8%	20.4%	13.1%	19.3%
Hispanic	14.2%	12.4%	9.5%	18.5%	25.3%	20.0%	16.0%	23.4%
Total	5.9%	9.1%	2.7%	10.2%	12.5%	7.3%	6.9%	11.7%

Source: U.S. Census Bureau, 2012-2016, American Community Survey, 5-year estimates
https://www.health.ny.gov/statistics/community/minority/county/index.htm

EXHIBIT A
Community Development Block Grant (CDBG)

In the city of Newburgh, only 14% of residents have an annual income of greater than $100,000, with a median household income of $36,922 and 31.2% of the population below the poverty line.



Source: https://data.census.gov/cedsci/profile?hidePreview=true&g=1600000US3650034

Only 39.7% of Orange County residents had an associate degree or higher. The City of Newburgh educational attainment rates were far worse. Six percent of City of Newburgh residents have attained an associate degree, and roughly 36% of the population has achieved a high school or equivalent degree.

EXHIBIT B
Community Development Block Grant (CDBG)

Line Item Budget Form – Line Item Budget Template

Please use the following template to present your proposed line item budget. In column A, list the items for which you anticipate the need for CDBG funds. In Column B, provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, provide the projected request for CDBG funds. Note: The Budget Items are examples.

Organization/Agency Name:	St. Luke's Cornwall Hospital

A **Budget Item**	**B** **Calculation**	**C** **CDBG Funding**
Automatic Door	$10,500.00	$10,500.00
Automatic Door	$11,588.00	$11,588.00
Protective Eyewear	$10,110.00	$7,912.00
TOTAL OPERATING COSTS	$32,198	$30,000.00

RESOLUTION NO.: _____ - 2021

OF

MAY 10, 2021

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND EXTENSION UNTIL DECEMBER 31, 2021 TO THE AGREEMENT OF LEASE WITH RIVERSIDE NEWBURGH REALTY, LLC FOR THE CONTINUED LEASE OF VACANT REAL PROPERTY KNOWN AS SECTION 31, BLOCK 5, LOTS 13.2 AND 14 FOR THE PURPOSE OF PROVIDING PARKING FOR THE NEWBURGH-BEACON FERRY COMMUTERS

WHEREAS, the City of Newburgh ("City") and Memorare Realty Holding Corp. ("Memorare") executed a Lease on July 30, 2004 for the lease and use of approximately 3.65 acres of vacant real property situated on the Hudson River known as Section 31, Block 5, Lots 13.2 and 14, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and other parkers during non-commuting hours, with the City being reimbursed by New York State for the rental payments and improvements provided under such Lease; and

WHEREAS, by Resolution No. 142-2010 of June 14, 2010, the City Council authorized the City Manager to execute a First Amended Agreement of Lease with Memorare to accord with the amended reimbursement agreement with New York State that was effective April 21, 2010; and

WHEREAS, by Resolution No. 169-2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75-2015 of April 13, 2015 and Resolution No. 318-2015 of December 15, 2015, the City Council authorized extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to RBG of Newburgh, LLC ("RBG"), and by Resolution No. 10-2017 of January 10, 2017, the City Council authorized a New Agreement of Lease ("New Lease") with RBG for the period February 1, 2017 through December 31, 2018; and

WHEREAS, the New Lease was assigned to Riverside Newburgh Realty, LLC ("Riverside"), and by Resolution No. 372-2018 of December 10, 2018, the City council authorized an extension of the New Lease through June 30, 2019; and

WHEREAS, by Resolution No. 145-2019 of June 10, 2019, the City Council authorized a Second New Lease between the City and Riverside for the period July 1, 2019 through December 31, 2020; and

WHEREAS, due to the Coronavirus pandemic, by Resolution No. 307-2020 of December 14, 2020, the City Council authorized a six (6) month extension of the Second New Lease for the period January 1, 2021 through June 30, 2021; and

WHEREAS, the City and Riverside agree that the Coronavirus pandemic warrants a second six (6) month extension of the Second New Lease for the period July 1, 2021 through December 31, 2021 to provide additional time to adequately evaluate renewal options; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager on behalf of the City of Newburgh, be and he is hereby authorized to execute a Second Addendum to the Second New Agreement of Lease providing for a six (6) month extension for a term beginning on July 1, 2021 through December 31, 2021 with Riverside Newburgh Realty, LLC, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and uses associated therewith.

ADDENDUM TO AGREEMENT OF LEASE

THIS ADDENDUM TO AGREEMENT OF LEASE ("Addendum"), made as of this ___ day of _____, 2021, by and between Riverside Newburgh Realty, LLC., a New York limited liability corporation, having an address of P.O. Box 8, Newburgh, New York 12551, ("Riverside"), and the City of Newburgh, a New York municipal corporation with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City").

W I T N E S S E T H:

WHEREAS, Riverside and the City executed an Agreement of Lease dated June 21, 2019 for a term commencing on July 1, 2019 and terminating on December 31, 2020 (the "Lease Agreement"), covering certain vacant real property situated along the west bank of the Hudson River and comprised of portions of two contiguous parcels of land (commonly known, respectively, Tax Map Nos.: Section 31, Block 5, Lot 13.2 and; Section 31, Block 5, Lot 14) with an aggregate of approximately 3.65 acres, in the City of Newburgh, in the County of Orange and State of New York (the "Property"); and

WHEREAS, the Lease Agreement was to expire on December 31, 2020 and the parties agreed to extend the term of the Lease agreement for the period January 1, 2021 through June 30, 2021 ("Addendum to Lease Agreement"); and

WHEREAS, the City desires to continue to lease from Riverside the Property for use in connection with parking to be used for ferry service between the Cities of Newburgh and Beacon and uses associated therewith (the "Project") and Riverside desires to lease to City the Property therefor and the parties agree that it is necessary to extend the term of the Lease Agreement for the period July 1, 2021 through December 31, 2021:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term set forth in Paragraph 1.3 of the Lease Agreement, as amended by paragraph 1 of the Addendum to Lease Agreement, shall be extended for an additional extension term commencing on July 1, 2021 and terminating on December 31, 2021 ("Second Extension Term").
2. The Renewal Options set forth in Paragraphs 5.1 and 5.2 of the Lease Agreement as amended by paragraph 2 of the Addendum to Lease Agreement, are amended as follows:
    a. No later than two (2) months prior to the expiration of the Second Extension Term, unless the Lease is sooner terminated, each party shall have the right to notify the other of its intention to terminate the Lease Agreement, or to seek a renewal thereof.
    b. Upon the mutual agreement of the parties, the Lease may be renewed for two (2) additional terms: The first renewed term commencing on January 1, 2022 and expiring on December 31, 2022 and the second renewed term commencing on January 1, 2023 and expiring on December 31, 2024; provided, however, if the first renewal term is not agreed upon by the parties, there shall be no option to renew for the second renewal term.

3. For the balance of the Second Extension Term, rent shall be payable monthly in advance in equal monthly installments of Twenty-One Thousand Nine Hundred Sixteen ($21,916) Dollars, provided however that City shall have the right to terminate this lease if the City has not received reimbursement from state sources, including but not limited to the Metropolitan Transportation Authority, Metro-North Railroad and/or The New York State Department of Transportation, of the full amount of the rent under the Lease Agreement, and in no event shall City's obligation to pay rent to Riverside exceed City's reimbursement from other sources.
4. All other terms and conditions set forth in the Lease Agreement shall remain in full force and effect during the Renewal Term.

IN WITNESS WHEREOF, Riverside, as Landlord, and the City, as Tenant have duly executed this Lease Addendum in duplicate as of the day and year first above written.

RIVERSIDE NEWBURGH REALTY, LLC Landlord

By: _____
William Kaplan, Manager

By: _____
Joseph A. Bonura, Sr., Manager

CITY OF NEWBURGH, Tenant

By: _____
Joseph P. Donat
City Manager
Per Res. No

Remainder of this page intentionally left blank

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

On the ____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM KAPLAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

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

On the ____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH A. BONURA, SR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

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

On the ____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RESOLUTION NO.: _____ - 2021

OF

MAY 10, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SEVENTH MEMORANDUM OF UNDERSTANDING WITH METRO-NORTH COMMUTER RAILROAD COMPANY TO PROVIDE REIMBURSEMENT OF PARKING LOT LEASE PAYMENTS RELATED TO THE NEWBURGH-BEACON FERRY SERVICE

WHEREAS, the City of Newburgh and Metro-North Commuter Railroad ("MNR") entered into an Agreement, dated August 16, 2004 (the "Agreement"), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by MNR or its contractor between the City of Beacon and the City of Newburgh; and

WHEREAS, in compliance with the terms of the Agreement, the City entered into a lease with the owner of certain premises to provide a docking facility and 250 space parking lot for the ferry service, beginning July 30, 2014, and superseded by a First Amended Lease, effective April 21, 2010 and extended through December 31, 2015, (the "Amended Lease"); and

WHEREAS, by Resolution No. 169 - 2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75 -2015 of April 13, 2015, and Resolution No. 318-2015 of December 15, 2015, the City Council authorized extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to new owner, RBG of Newburgh, LLC ("RBG"), and by Resolution No. 10-2017 of January 10, 2017, the City authorized a New Agreement of Lease with RBG for the period February 1, 2017 through December 31, 2018 (the "New Lease"); and

WHEREAS, the New Lease was assigned to Riverside Newburgh Realty, LLC ("Riverside"), and by Resolution No. 372-2018 of December 10, 2018, the City authorized an extension of the New Lease for the period January 1, 2019 through June 30, 2019; and

WHEREAS, by Resolution No. 145-2019 of June 10, 2019, the City Council authorized a Second New Lease between the City and Riverside for the period July 1, 2019 through December 31, 2020 (the "Second New Lease"); and

WHEREAS, by Resolution No. 111-2015 of May 11, 2015, Resolution No. 11-2017 of January 9, 2017, Resolution No. 373-2018 of December 10, 2018, and Resolution No. 146-2019 of June 10, 2019, the City Council authorized a Second, Third, Fourth, and Fifth Memorandum of Understanding with MNR to provide reimbursement to the City of Newburgh for payments

made under the First Amended Lease, New Lease, and Second New Lease for the purpose of providing parking for users of the Newburgh-Beacon Ferry; and

WHEREAS, due to the Coronavirus pandemic, by Resolution No. 308-2020 of December 14, 2020, the City Council authorized a Sixth Memorandum of Understanding for the period January 1, 2021 through June 30, 2021 to ensure continuation of ferry service between the Cities of Newburgh and Beacon by providing continued reimbursement to the City for payments under the Second New Lease Extension with Riverside consistent with its term; and

WHEREAS, the City and MNR agree that the Coronavirus pandemic warrants a Seventh Memorandum of Understanding for the period July 1, 2021 through December 31, 2021 to coterminous with the Second New Lease Second Extension with Riverside ensure continuation of ferry service between the Cities of Newburgh and Beacon by providing continued reimbursement to the City for payments under the Second New Lease Second Extension with Riverside consistent with its term; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager on behalf of the City of Newburgh, be and he is hereby authorized to execute a Seventh Memorandum of Understanding coterminous with the period of the second extension of the Second New Agreement of Lease, with such other terms and conditions as may be recommended by the Corporation Counsel, for Metro-North Commuter Railroad to provide reimbursement to the City of Newburgh for payments made under the Second New Lease Second Extension with Riverside Newburgh Realty, LLC for the purpose of providing parking for users of the Newburgh-Beacon Ferry.

4/30/21

SEVENTH MEMORANDUM OF UNDERSTANDING

SEVENTH MEMORANDUM OF UNDERSTANDING ("SEVENTH MOU") dated _____ __, 2021, by and between Metro-North Commuter Railroad Company ("Metro-North"), a public benefit corporation of the State of New York and a subsidiary of the Metropolitan Transportation Authority ("MTA"), with its principal offices at 420 Lexington Avenue, 11th floor, New York, New York 10170 and the City of Newburgh ("City"), a municipal corporation with its principal offices located at City Hall, 83 Broadway, Newburgh, New York 12550 (collectively, the "Parties").

WHEREAS, the Parties entered into an Agreement dated August 16, 2004 (the "Agreement"), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by Metro-North or its contractor between the City of Beacon and the City of Newburgh ("Ferry Service"); and

WHEREAS, the Agreement states that the City will enter into a lease with the owner of certain premises ("Premises") to provide a docking facility and 250 space parking lot for the Ferry Service (the "Lease"), and the City did enter into such Lease, beginning July 30, 2004 and superseded by a First Amended Lease effective April 21, 2010 and extended through December 31, 2015 (the "Amended Lease"); and

WHEREAS, the City and the New York State Department of Transportation ("NYSDOT") had entered into a contract dated July 12, 2006, by which NYSDOT reimbursed the City for the rent payments under the Lease, but this contract expired; and

WHEREAS, the City had represented that it lacked funds to make the rent payments under the Amended Lease for the period from May 2015 through December 2015 ("May-December Period") and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the May-December Period; and

WHEREAS, NYSDOT had indicated to the City that it will reimburse the City for the rent payments under the Amended Lease up to and including April 2015, and thereafter had committed to provide Congestion Mitigation and Air Quality ("CMAQ") funds to Metro-North, which could be used to reimburse Metro-North for assistance payments made to the City by Metro-North to fund the Amended Lease; and

WHEREAS, the City and Metro-North had entered into a Memorandum of Understanding dated May 26, 2015 ("MOU") whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the May-December Period at the rate of $21,278 per month; and

WHEREAS, the Amended Lease was further extended for the period January 1, 2016 through January 31, 2017 at the same rate of $21,278 per month ("January 1, 2016 – January 31, 2017 Period"); and

WHEREAS, the City had represented that it lacked the funds to make the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period; and

WHEREAS, the City and Metro-North entered into a Second Memorandum of Understanding dated January 26, 2016 ("Second MOU") whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the January 1, 2016 – January 31, 2017 Period at the rate of $21,278 per month; and

WHEREAS, the City entered into a new lease with the new owner of the Premises to provide a docking facility and 250 space parking lot for the Ferry Service (the "New Lease") for a term beginning February 1, 2017 and continuing until December 31, 2018 with rent payments of $21,278 per month ("February 1, 2017 – December 31, 2018 Period") and requested that Metro-North reimburse the City for the rent payments under the New Lease for the February 1, 2017 – December 31, 2018 Period; and

WHEREAS, the City and Metro-North entered into a Third Memorandum of Understanding dated January 31, 2017 ("Third MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the New Lease for the February 1, 2017 – December 31, 2018 Period at the rate of $21,278 per month; and

WHEREAS, the New Lease was extended for the period January 1, 2019 through June 30, 2019 ("New Lease Extension") at the same rate of $21,278 per month ("January 1, 2019 – June 30, 2019 Period") and the City requested that Metro-North reimburse the City for the rent payments under the New Lease Extension for the January 1, 2019 – June 30, 2019 Period; and

WHEREAS, the City and Metro-North entered into a Fourth Memorandum of Understanding dated February 14, 2019 ("Fourth MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the New Lease Extension for the January 1, 2019 – June 30, 2019 Period at the same rate of $21,278 per month; and

WHEREAS, the City entered into a second new lease with a second new owner of the Premises to provide a docking facility and 250 space parking lot for the Ferry Service ("Second New Lease") for a term beginning on July 1, 2019 and continuing until December 31, 2020 with rent payments of $21,916 per month ("July 1, 2019 – December 31, 2020 Period") and requested that Metro-North reimburse the City for the rent payments under the Second New Lease for the July 1, 2019 – December 31, 2020 Period; and

WHEREAS, the City and Metro-North entered into a Fifth Memorandum of Understanding dated July 30, 2019 ("Fifth MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the Second New Lease for the July 1, 2019 – December 31, 2020 Period at the same rate of $21,916 per month; and

WHEREAS, the Second New Lease was extended for the period January 1, 2021 through June 30, 2021 ("Second New Lease Extension") at the same rate of $21,916 per month ("January 1, 2021 – June 30, 2021 Period"); and

WHEREAS, the City and Metro-North entered into a Sixth Memorandum of Understanding dated January _____, 2021 ("Sixth MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the Second New Lease Extension for the January 1, 2021 – June 30, 2021 Period at the same rate of $21,916 per month; and

WHEREAS, the Second New Lease was extended for the period July 1, 2021 through December 31, 2021 ("Second New Lease Second Extension") at the same rate of $21,916 per month ("July 1, 2021 – December 31, 2021 Period"); and

WHEREAS, the City continues to maintain that it lacks funds to make the rent payments under the Second New Lease Second Extension for the July 1, 2021 – December 31, 2021 Period; and

WHEREAS, unless the rent payments under the Second New Lease Second Extension are made to the landlord for the July 1, 2021 – December 31, 2021 Period, the Ferry Service is in danger of being discontinued; and

WHEREAS, the Ferry Service is important to the City as well as being an important part of Metro-North's provision of commuter service to its ridership, especially for commuters from Orange and Dutchess Counties; and

WHEREAS, the Parties desire to prevent the discontinuance of the Ferry Service.

NOW THEREFORE, in consideration of the benefits accruing to each of the Parties hereto, the Parties agree as follows:

1. Supplement. Unless otherwise stated herein, this Seventh MOU supplements the terms set forth in the Agreement, the MOU, the Second MOU, the Third MOU, the Fourth MOU, the Fifth MOU, and the Sixth MOU.

2. Lease Rent Payments: Metro-North agrees to reimburse the City for the rent payments made by the City under the Second New Lease Second Extension for the July 1, 2021 – December 31, 2021 Period only, at the rate of $21,916 per month. For the July 1, 2021 – December 31, 2021 Period, the City will make timely monthly rent payments to the lessor under the Second New Lease Second Extension. The City will submit proof of each timely monthly rent payment along with an invoice for that monthly rent payment to Metro-North within ten (10) days of making the rent payment. Metro-North agrees to pay the City within thirty (30) days of receipt of the City's invoice for the monthly rent payment and proof of timely payment of the monthly rent payment under the Second New Lease Second Extension.

3. During the July 1, 2021 – December 31, 2021 Period, the City agrees to comply with all terms under the Second New Lease Second Extension, not to terminate the Second New

Lease Second Extension and not cause the landlord to terminate the Second New Lease Second Extension. If the City or the landlord terminates or cancels the Second New Lease Second Extension, then this Seventh MOU shall automatically terminate at the same time as the termination or cancellation of the Second New Lease Second Extension. Upon termination or cancellation of the Second New Lease Second Extension, Metro-North shall have no further obligations under this Seventh MOU and Metro-North shall have the right to discontinue the Ferry Service.

4. Metro-North is not required to reimburse the City for any late fees, interest or other charges under the Second New Lease Second Extension.

5. This Seventh MOU does not create any obligations for Metro-North in connection with the Second New Lease Second Extension, or create any landlord-tenant relationship between the Parties.

6. The Parties agree to diligently work together in a cooperative and time sensitive manner to identify and make available alternative locations for the Ferry Service, docking facility and parking facility suitable to the needs of each party, and to cooperatively work together to identify other sources of funding for the Ferry Service, docking facility and parking facility.

7. Assignment: Neither party shall assign, transfer or delegate any of its rights or obligations under this Seventh MOU without the written consent of the other party, provided that Metro-North may so assign, transfer or delegate to the MTA any such right or obligation upon written notice to the City.

8. Personal Liability: No officer, director, member or employee of either of the parties hereto shall be liable personally or be sued individually for damages under or by reason of this Seventh MOU.

9. Notices: (a) Any notice, request, approval, demand or other communication under this Seventh MOU shall be in writing and given by (i) hand delivery, (ii) mailing the same by registered or certified mail, return receipt requested, (iii) reputable overnight courier service, or (iv) email transmission with an original sent by any manner above described, addressed in each case as follows:

If to Metro-North:

Metro-North Commuter Railroad Company
420 Lexington Avenue, 11th floor
New York, New York 10170
Attention: General Counsel
Email: sarch@mnr.org

If to the City:

City of Newburgh
City Hall
83 Broadway

Newburgh, New York 12550
Attn: City Manager
Email: jdonat@cityofnewburgh-ny.gov

With a copy to:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: Corporation Counsel
Email: mkelson@cityofnewburgh-ny.gov

(b) Any party may by notice to the other change the addresses to which notice to such party or copies of such notices shall thereafter be sent. Notices shall be deemed to have been given (i) immediately upon acknowledgement of receipt when delivered by personal service on the person(s) designated to receive notice, (ii) on the fourth (4^{th}) business day after the same shall have been deposited in the United States mails as aforesaid, (iii) on the next business day after the same shall have been sent by overnight courier service and (iv) upon receipt of the email; provided that no notice shall be deemed to have been given until a copy thereof has been given to each person entitled thereto as set forth above.

10. No Third-Party Rights. No provision of this Seventh MOU shall create or give to third-parties any claim or right of action against the Parties hereto.

11. Miscellaneous:

a) This Seventh MOU contains the entire agreement of the Parties respecting the subject matter hereof.

b) This Seventh MOU may be amended, modified or supplemented only by an instrument in writing signed by the Parties hereto.

c) The headings of the various paragraphs, exhibits and attachments of this Seventh MOU are for the convenience of reference only and do not in any way define or limit the scope of intent of any provision hereof.

d) If any provision of this Seventh MOU is to any extent invalid or unenforceable, the remainder of this Seventh MOU, and the application of such provision to matters as to which it is not invalid or unenforceable, shall not be affected thereby.

e) This Seventh MOU shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

f) This Seventh MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

g) This Seventh MOU shall be governed by and construed in accordance with the laws of the State of New York.

h) Either party may terminate this Seventh MOU upon sixty (60) days written notice, provided that any obligations incurred by either party prior to the termination date, shall survive such termination.

IN WITNESS WHEREOF, Metro-North and the City have caused this Seventh Memorandum of Understanding to be duly executed as of the date first above written.

METRO-NORTH COMMUTER RAILROAD COMPANY

_____

BY:

CITY OF NEWBURGH

_____

BY: Joseph P. Donat, City Manager
Per Resolution No.

RESOLUTION NO.: _____ - 2021

OF

MAY 10, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LEXISNEXIS COPLOGIC SOLUTIONS INC. TO PROVIDE EXTERNAL ACCIDENT REPORTING MANAGEMENT SERVICES TO THE CITY OF NEWBURGH POLICE DEPARTMENT

WHEREAS, by Resolution No. 46-2016 of February 22, 2016, the City Council authorized the City Manager to enter into an agreement with APPRISS, Inc., d/b/a GetCrashReports.com to provide external accident reporting management services to the City of Newburgh Police Department; and

WHEREAS, LexisNexis Coplogic Solutions Inc. acquired crash reporting service and requires new user agreements; and

WHEREAS, the City of Newburgh Police Department finds that such motor vehicle accident reporting services improves the efficiency and effectiveness of staff and resources; and

WHEREAS, the City Council finds that entering into the new user agreements is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to enter into user agreements with LexisNexis Coplogic Solutions Inc. to provide external accident reporting management services to the City of Newburgh Police Department.

RESOLUTION NO.: _____ - 2021

OF

MAY 10, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH NEW YORK COMMUNICATIONS COMPANY, INC. TO PROVIDE COMMUNICATIONS EQUIPMENT AND SERVICE FOR THE CITY OF NEWBURGH POLICE DEPARTMENT AT A COST OF $2,994.00 PER MONTH FOR 84 MONTHS

WHEREAS, the City of Newburgh Police Department's agreement with New York Communications Company, Inc. ("NYCOMCO") for equipment and service of its communications equipment has expired; and

WHEREAS, the Police Department has received the renewal service and lease agreement; and

WHEREAS, said renewal agreement is being provided at a monthly cost of $2,994.00 for 84 months, and includes upgraded dispatch consoles and new headsets which allow dispatchers to switch between telephone and radio; and

WHEREAS, such funding has been appropriated within the Police Department budget; and

WHEREAS, the City Council has examined such lease agreement and determined it to be in the best interests of the City of Newburgh to enter into such agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the annexed agreement with NYCOMCO for communications equipment and the service of the communications equipment at a monthly rate of $2,994.00 for 84 months for the City of Newburgh Police Department.