CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
January 11, 2021
7:00 PM

Mayor/Alcaldesa

1. Pledge of Allegiance/ Juramento a la Alianza
2. Moment of Silence / Momento de Silencio

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de Asistencia

Communications/Communicaciones

4. Approval of the Minutes of the City Council Meeting on December 14, 2020
5. City Manager Update/ Gerente de la ciudad pone al dia a la audiencia de los planes de cada departamento

Presentations/Presentaciones

Comments from the public regarding agenda and general matters of City Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

Comments from the Council regarding the agenda and general matters of City Business/Comentarios del Consejo con respecto a la agenda y sobre asuntos generales de la Ciudad

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

6. Resolution No. 1 - 2021 - Transfer - Tipping Fees in Sanitation from Contingency

   Resolution amending Resolution No: 288-2019, the 2020 Budget for the City of Newburgh, New York to transfer $250,000.00 from Sanitation Contingency-Emergency to Sanitation-Other Services-Tipping Fees.

   Resolución enmendando Resolución No. 288-2019, el Presupuesto para la Ciudad de Newburgh, Nueva York para transferir $250,000.00 de Saneamiento Emergencia-Contingencia para Saneamiento Otros Servicios Tarifas.

7. Resolution No. 2 - 2021 - 92 Johnston Street - Release of Restrictive Covenants

   Resolution authorizing the execution of a release of restrictive covenants and

right of re-entry from a deed issued to W.H.G. of New York, Inc. to the Premises known as 92 Johnston Street (Section 23, Block 2, Lot 22).

Resolución que autoriza la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título emitido a W.H.G. of New York, Inc. para las instalaciones conocida como la 92 de la Calle Johnston (Sección 23, Bloque 2, Lote 22).

8. Resolution No. 3 - 2021 - 129 West Parmenter Street - Release of Restrictive Covenants

   Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Manny G. Pereira and Carol Pereira to the Premises known as 129 West Parmenter Street (Section 38, Block 3, Lot 19).

   Resolución que autoriza la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título emitido a Manny G. Pereira y Carol Pereira a las instalaciones conocidas como la 129 de la Calle West Parmenter (Sección 38, Bloque 3, Lote 19).

9. Resolution No. 4 - 2021 - Purchase of 182 Broadway

   Resolution to authorize the conveyance of real property known as 182 Broadway (Section 30, Block 1, Lot 32) at private sale to Moishe Herczl for the amount of $122,000.00.

   Resolución que autoriza el traspaso de bienes raíces conocidas como la 182 de Broadway (Sección 30, Bloque 1, Lote 32) en una venta privada a Moishe Herczl por el monto de $122,000.00.

10. Resolution No. 5 - 2021 - Agreement with Nearmap for Digital Aerial Imagery Services

    Resolution authorizing an agreement with Nearmap U.S., Inc. for digital aerial imagery services for a three year term at a total cost of $16,200.00.

    Resolución que autoriza un acuerdo con Nearmap U.S., Inc. para servicios de imágenes áreas por el término de tres años por un costo total de $16,200.00.

11. Resolution No. 6 - 2021 - to accept a second allocation of Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Community Development Block Grant (CDBG) Funding.

    Resolution adopting a substantial amendment to the City of Newburgh CDBG FY2019 Annual Action Plan to accept a second allocation of Coronavirus Aid, Relief, and Economic Security Act funding.

    Resolución que adopta una enmienda substancial al Plan de Acción Anual AF2019 del CDBG de la Ciudad de Newburgh para aceptar una segunda

asignación de Ayuda para Coronavirus, Auxilio, y financiación de la Ley de Seguridad Económica.

12. Resolution No. 7 - 2021 - Rep. Maloney District Office lease renewal

    Resolution authorizing a lease amendment with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street for a term of two years in the amount of $2,000.00 per month.

    Resolución autorizando una enmienda de arrendamiento con el Representante Sean Patrick Maloney por una porción del segundo piso de la 123 de la Calle Grand por un término de dos años por el monto de $2,000.00 por mes.

13. Resolution No. 8 - 2021 - Scheduling a Public Hearing Concerning the Police Reform & Reinvention Collaborative Plan

    Resolution scheduling a public hearing for January 25, 2021 to hear public comment concerning the City of Newburgh Police Reform & Reinvention Collaborative Plan

    Resolucion que programa una audiencia publica para el 25 de enero de 2021 para escuchar comentario publico sobre el Plan Colaborativo de Reinvencion y Reforma Policial de la Ciudad de Newburgh.

14. Resolution No. 9 - 2021 - Authorizing to Accept Payment in Full on In Rem Properties

    A resolution authorizing the Director of Finance and enforcing Office to accept payment in full on In Rem properties subject to Real Property Tax Foreclosure litigation pending in Orange County Supreme Court bearing Orange County Index No. 2017-9726 through April 30, 2021

15. Resolution No. 10 - 2021 - Amending the 2021 Personnel Analysis Book in the Finance Department

    A resolution amending the 2021 personnel analysis book to delete accountant and add one Assistant Comptroller in the Finance Department.

    Una resolucion enmendando el libro de analisis del personal del 2021 para eliminar un contador y agregar un Asistente de Contralor en el departamento de finazas.

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

Agenda Item 1.

Pledge of Allegiance/ Juramento a la Alianza

RESOLUTION NO.: ____1____ - 2021

OF

JANUARY 11, 2021

RESOLUTION AMENDING RESOLUTION NO: 288-2019, THE 2020 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER $250,000.00 FROM SANITATION CONTINGENCY-EMERGENCY TO SANITATION-OTHER SERVICES-TIPPING FEES

WHEREAS, an amendment to the 2020 Budget is necessary to fund expenses related to tipping fees; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 288-2019, the 2020 Budget of the City of Newburgh, is hereby amended as follows:

		Decrease	Increase
S.1900.1994	Sanitation Contingency Emergency	$250,000.00	
S.8160.0448	Other Services-Tipping Fees		$250,000.00
	TOTAL:	$250,000.00	$250,000.00

RESOLUTION NO.: __2____-2021

OF

JANUARY 11, 2021

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO W.H.G. OF NEW YORK, INC. TO THE PREMISES KNOWN AS 92 JOHNSTON STREET (SECTION 23, BLOCK 2, LOT 22)

WHEREAS, on October 6, 1995, the City of Newburgh conveyed property located at 92 Johnston Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 23, Block 2, Lot 22, to W.H.G. of New York, Inc.; and

WHEREAS, the president of the company has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, and 4 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 92 Johnston Street, Section 23, Block 2, Lot 22 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated October 6, 1995, from THE CITY OF NEWBURGH to W.H.G. OF NEW YORK, INC., recorded in the Orange County Clerk's Office on March 12, 1996, in Liber 4352 of Deeds at Page 332 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2021

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: ____-2021

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 his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RESOLUTION NO.: ___3___-2021

OF

JANUARY 11, 2021

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO MANNY G. PEREIRA AND CAROL PEREIRA TO THE PREMISES KNOWN AS 129 WEST PARMENTER STREET (SECTION 38, BLOCK 3, LOT 19)

WHEREAS, on June 9, 1995, the City of Newburgh conveyed property located at 129 West Parmenter Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 38, Block 3, Lot 19, to Manny G. Pereira and Carol Pereira; and

WHEREAS, Mr. Pereira has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, and 4 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 129 West Parmenter Street, Section 38, Block 3, Lot 19 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated June 9, 1995, from THE CITY OF NEWBURGH to MANNY G. PEREIRA AND CAROL PEREIRA, recorded in the Orange County Clerk's Office on June 16, 1995, in Liber 4231 of Deeds at Page 193 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2021

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: _____-2021

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 his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RESOLUTION NO.: 4 - 2021

OF

JANUARY 11, 2021

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 182 BROADWAY (SECTION 30, BLOCK 1, LOT 32) AT PRIVATE SALE TO MOISHE HERCZL FOR THE AMOUNT OF $122,000.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 182 Broadway, being more accurately described as Section 30, Block 1, Lot 32, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the property be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before April 16, 2021, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
182 Broadway	30 – 1 – 32	Moishe Herczl	$122,000.00

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

Terms and Conditions Sale
182 Broadway, City of Newburgh (SBL: 30-1-32)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2020-2021**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2020-2021**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid **by Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.**
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
20. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **$10,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

_____

Moishe Herczl

Property Proposal Summary

Location:	**182 Broadway**
Tax Map Number:	30-1-32
Property Class:	482—Detached Row Building
Zoning:	BC—Broadway Corridor (East End Historic District)
Description:	Detached, Mixed Use Row House; Commercial Space on 1st Floor; 2 Apartments on upper floors; Year Built (1900+/-); 1848sf; lot size: 25 x 64
Condition:	Fair
Assessed Value:	$127,200
Annual Taxes:	$ 7,146 +/-
List Selling Price:	$134,900
Date city acquired:	April 2017

Offer Information:

Name:	Moishe Herczl
Offer Price:	**$122,000**
Construction Estimate:	$ 55,000 +/-
Proof of Financing:	Santander bank account.

Comments: This property was acquired by the City of Newburgh through an *In Rem* action in 2000. This property, along with 185 Broadway and 189 Broadway, was sold by the City Council in 2001. The City once again re-acquired this property through an *In Rem* action in 2017.

Mr. Herczl plans to partner with Inna Sobel and Waled Haredy to open a Mediterranean restaurant on the first floor. Mr. Haredy owned a successful restaurant—Gyro96– on E 96 Street in Manhattan. (See the NY Times review included in this proposal.) He was forced to close Gyro96 due to increasing rents. He wants to establish a similar type of restaurant—probably take-out only—on the first floor of 182 Broadway. Mr. Herczl will purchase the property and then form a partnership or LLC with Ms. Sobel, Mr. Haredy and himself as joint partners in the restaurant. It will be an owner-occupant business. Mr. Herczl will also be renovating the upper floor apartments; the first floor will have to reconfigured to accommodate a take-out restaurant.

See the Listing and offer history that has been included in the Council package for more information.

182 Broadway Photos

First Floor Interior

Upper Floor Apartment

Proposal Form

Contact Information:

Name: Moishe Herczl
Business Name (If Applicable): _____
Address: 2 Sablow Dr
City, State & Zip: Lakewood, NJ 08701
Home phone: 6467041526
Business Phone: 6467041526
Mobile Phone: 6467041526
E-mail: m.herczlny@gmail.com
Federal I.D. No. (If Applicable): _____

Property Ownership Information:

Do you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - any properties in the City of Newburgh? Yes____ No__X__

If you own property in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes _____ (attach explanation) No _____ N/A __X__ (No property owned in the City of Newburgh)

If you own property in the City of Newburgh, are any of these properties rented? Yes _____No_____ N/A__X__ (No property owned in the City of Newburgh) If yes, do you have a current Rental License for each of the rental properties? Yes ____ No ____
☐ Verified (Internal Office Use Only); Date Verified: _____

Please list **all** of the addresses of properties you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - in the City of Newburgh. Also indicate if any of these properties are vacant or rented. (You may attach a list of the properties if the space below is inadequate.):_____

Are you current on all municipal obligations (taxes, water charges, etc.)?
Yes _____ No ____ (attach explanation) N/A __X__ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Do you have any outstanding code violations for properties owned in the City of Newburgh?
Yes_____ (attach explanation) No ____ N/A __X__ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes _____ (attach explanation) No __X__

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 182 Broadway, Newburgh, NY

S-B-L#: 30-1-32

Type of Project:

____ Single Family (includes a condominium unit)

____ Multi-Family (# of Units____)

_x_ Mixed Use (Commercial & Residential - # of Residential Units 2)

For the property types listed above, will it be occupied by the purchaser: Yes_x_ No____

_x_ Commercial ____ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: $ ~~120,000~~ 122,000
(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes_x_ No____

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: **$** 54,590.00

Who will be doing the work? _x_Self ___Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: _____
Architect: _____
Engineer: _____

Examples of Purchaser's Previous Renovation or Development Experience:
(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

	Property/Project No. 1	Property/Project No. 2
Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	222 Lake Avenue, Yonkers,NY 10701	
Role (i.e. owner, partner, general contractor, architect, investor.)	owner, investor, GC	
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Exisitng builidng, substantial rehaiblitation	
Property Type: (i.e. single-family, multi-family rental or commercial.)	commercial	
Number of Buildings in Project	1	
Total Number of Residential Units in Project/Building	NA	
If commercial, total square footage of project	50,000	
Total Estimated Development/Rehabilitation Costs	$5,000,000	
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	under construction	
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	NA	

Finances:
(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

I am providing:
- ___ Personal Financial Statement
- ___ Letter from Lender/Investor
- X Personal or Business Bank Statement
- ___ Evidence of project funding
- ___ Developers should provide three years financial statements

What You Should Attach:

- Description of renovation plan with preliminary budget
- Verification of financial capacity
- Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes_____ No_x_

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

DocuSigned by:
Moishe Herczl
75D733E7254C427...
Signature _____ Date _____

Moishe Herczl
Print Name

10/9/2020

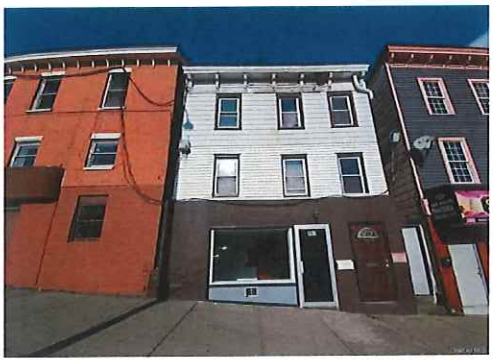
Submit Application to:

Department of Planning & Development
City Hall, 83 Broadway
Newburgh NY 12550

Cross Property 360 Property View

182 Broadway, Newburgh, NY 12550, Orange County

Listing



MLS#:	**6008090** *Active*	List Price:	**$134,900**
Addr:	**182 Broadway**		
PO:	**Newburgh**	County:	**Orange County**
City/Town:	**Newburgh City**	Zip:	**12550-6278**
Village:	**None**	Hamlet/Loc:	
COM Type:	**Multi-Family**	SubType:	**Duplex/Triplex/Four**
Tran Type:	**Sale**	Complex:	
Bldg Size:	Levels:	Sqft/Av Spc:	**1,848**
Lot Size:	**0.0367 Acres**	Zoning:	**COMMERCIAL**

Recent:	**12/10/2020 : PRC DECR : $159,900->$134,900**	LSC:	**Price Decrease**	Last Ext:	**EXT**

Current Use:	**Mixed**		Permit Use:		
Building Class:		Invest Prop?:	Street Type:	# Ttl Units:	
Elevator:		Sprinkler:	Wkend Svc:	# Res Units:	**3**
Ceiling Height:		Grs Lse Area:	Yr Blt: **1870 / Estimated**	Yr Renovated:	
Elec Co:			Elec Amps:	# Bldgs:	**1**
Elevator Type:		Floor Num:	Elec Phase:	# Docks:	
Parking:	**Street Parking**		Elec Volts:	# Dv/Grd Drs:	
Traffic Count:			Ovrhd Dr Hgt:	RE Included:	

Tax ID#:	**331100.030.000-0001-032.000/0000**		Assum Mort:	Tot Inc Yr:	
Tax:	**$5,446**	Tax Year: **2020**	Assmt: **$98,900**	Tot Exp Yr:	
Cap Rate:		Grs Rent Mult:	Ann Bus Inc:	Ann Rent Inc:	

Inc/Exp Info:	Eff Gross Inc:	Grs Op Inc:	Financial Year:
Debt Info:	Loan Info:	Net Op Inc:	Net Op Inc:
Pre-Tax Csh Flw:	Due In:	Interest Rate:	Ann Debt Svc:
Amortized Over:	Net Lse Invest:	Down Paymnt:	Occupancy:
Tenancy:	Price Confid:	Prp On Grd Ls:	Parking Ratio:
Utilities:			

Amenities:			
Includes:			
Excludes:			
Heat Zones/Type:	**Base Board**	Fuel:	**Natural Gas**
A/C:	**None**	Water:	**Municipal**
Garbage:		Sewer:	
Plumbing:		Hotwater:	**Gas Stand Alone**
Construction:	**Brick**	Gas Avail:	
Lot Description:	**Level**		
Location Desc:			

Public Remarks

Great opportunity to be in the heart of the Newburgh Business District. High visibility and traffic count - great commercial location. Briick building consisting of storefront with two 1 BR apartments. All separate utilities - great opportunity. City of Newburgh owned property. All offers subject to final approval by City Council. Property is only available to owner-occupied business or an owner-occupied resident. Cash offers with proof of funds. Sold as-is. See member's remarks for property access and offer presentation requirements.

Agent Only Remarks

Buyer and agent must sign the Release of Liability form before accessing property and for lockbox code. Access the form www.riverrealty.com/offers_newburgh. Present all offers at www.riverrealty.com/offers_newburgh.

Show Instr:	
Access for Show:	**Use the Showing Assist icon for appointments**
Improvements:	
Directions:	**ROUTE 17K TO BROADWAY, PROPERTY IS ON THE LEFT**

Appt Ph:		Appt Ph 2:		DOM:	**199**
Owner:	**City Of Newburgh**	REO:	**Yes**	Org Price:	**$169,900**
LA:	**(28180) Brian T. Smith**	LA Ph:	**(845) 486-1100**	Mod/Excl:	**NONE**
LA Email:	**bsmith@riverrealty.com**			List Dt:	**01/27/2020**
				On Market Dt:	
LO:	**(RIVMNG) River Realty Services, Inc.**	LO Ph:	**(845) 564-2800**	Expire Dt:	**01/22/2021**
CLA:	**(37432) Lee A Raphael**	CLA Ph:	**(845) 564-2800**	Agr Type:	**ERS**
CLA Email:	**lraphael@riverrealty.com**			Neg Thru:	**Listing Agent**
CLO:	**(RIVMNG) River Realty Services, Inc.**	CLO Ph:	**(845) 564-2800**	$/SqFt:	**$73.00**
SA:	**0%** BA: **2.5%**	BRA:	**0%**	TOM Dt:	

FROM THE DESK OF MOISHE HERCZL

10/9/2020

City of Newburgh
David Kohl
Department of Planning and Development
123 Grand Street, 1st Floor
Newburgh, NY 12550

Regarding: Moishe Herczl
Property Address: 182 and 185 Broadway, Newburgh, NY 12550

Dear Mr. Kohl:

182 Broadway

Introduction:

Moishe Herczl is planning to open a Mediterranean restaurant on the store front of 182 Broadway in partnership with Waled Haredy. Mr. Haredy used to own Gyro 96 on E 96street in Manhattan. He had

to close due to rent increases he could not afford. In his words, ".....the plan is to open the same one, different name, in the building Moishe is purchasing. We would be partners. Due to the small space it will likely be a takeout type restaurant". Mr. Haredy is partnering up with Moishe Herczl to continue in this business model in Newburgh.

Regarding repairs and restaurant conversion:

We have created multiple take out restaurants. On this small and extremely simple project there is no need for a design professional. We also have ALL of our equipment in stock, including fridges, freezers, fryers, mixers, grills, and anything else we may need, which creates significant savings (in the amount of $50,000 or more). Venting for a restaurant is done by a separate licensed contractor who fabricates and installs a hood above all the cooking equipment which then connects to a fire suppression system and separate electric circuit breakers on one end and to a duct leading to the roof culminating in a motor for venting on the other end. The entire system for a restaurant this size will not exceed $15,000 and will be approved and tested by a local fire department upon completion.

2 Sadlow Dr, Lakewood, NJ 08701

10/08/2020

City of Newburgh
David Kohl
Department of Planning and Development
123 Grand Street, 1st Floor
Newburgh, NY 12550

Regarding: Moishe Herczl
Property Address: 182 Broadway, Newburgh, NY

Dear Mr. Kohl:

I will be renovating the above reference property in order to make existing commercial ground floor into a Mediterranean food take out restaurant for the Newburgh community. Once renovations are complete, I will be running the restaurant and will be renting out the apartments above.

Sincerely,

Moishe Herczl

Moishe Herczl

DocuSign Envelope ID: B931FCAB-8F73-408D-A60C-DE0A68E90AF6

Property Address:		182 Broadway, Newburgh, NY			
Buyer Name:		Moishe Herczl			
REPAIR COST ESTIMATE AND SCHEDULE					
EXTERIOR		**ESTIMATED START DATE (I.E., NOVEMBER 2018)**	**ESTIMATED MATERIAL COST (Number of items x cost)**	**ESTIMATED LABOR COST**	**TOTAL COST (MATERIALS + LABOR)**
ROOF	Yes	11/08/2020	4000	3600	7,600.00
GUTTERS/DOWNSPOUTS	Yes	11/08/2020	800	500	1,300.00
WINDOWS	Yes	11/08/2020	7000	1000	8,000.00
DOORS	Yes	11/08/2020	6000	2000	8,000.00
SIDING/TRIM/EXTERIOR PAINTING	Yes	11/08/2020	1000	1000	2,000.00
FOUNDATION	No				
STEPS, PORCHES, DECKS	Yes	11/08/2020	2000	1000	3,000.00
LANDSCAPING	No				
OTHER:	No				
EXTERIOR REPAIR SUBTOTAL			20,800.00	9,100.00	29,900.00
INTERIOR		**ESTIMATED START DATE (I.E., NOVEMBER 2018)**	**ESTIMATED MATERIAL COST (Number of items x cost)**	**ESTIMATED LABOR COST**	**TOTAL COST (MATERIALS + LABOR)**
CLEAN-OUT, INTERIOR DEMOLITION	Yes	11/08/2020	500	1100	1,600.00
REMEDIATION - LEAD AND/OR ASBESTOS	No				
HEATING SYSTEM (FURNACES)	Yes	11/08/2020	3000	2000	5,000.00
HOT WATER HEATERS	Yes	11/08/2020	1200	800	2,000.00
PLUMBING	Yes	11/08/2020	1000	1000	2,000.00
ELECTRIC	Yes	11/08/2020	2000	1000	3,000.00
BATH(S)	Yes	11/08/2020	800	0	800.00
KITCHEN(S)	Yes	11/08/2020	800	0	800.00
INSULATION/DRYWALL	Yes	11/08/2020	1000	0	1,000.00
INTERIOR DOORS	Yes	11/08/2020	500	0	500.00
TRIM/INTERIOR PAINTING	Yes	11/08/2020	500	500	1,000.00
FLOORING	Yes	11/08/2020	1000	1000	2,000.00
OTHER:	No				
INTERIOR REPAIR SUBTOTAL			12,300.00	7,400.00	19,700.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.		No			
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)				0.10	4,960.00
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY					54,560.00

Santander

Statement Period 11/14/20 TO 12/13/20
SANTANDER PREMIER PLUS CHECKING

For your convenience our Customer Service Center is available from 6 am – 10 pm EST, 7 days a week.
Call us at 1-877-768-2265.
Hearing and speech impaired customers may use 7-1-1.
www.santanderbank.com

MOISHE HERCZL
2 SABLOW DR
LAKEWOOD NJ 08701

0000
7 7 13

We've updated our policy regarding withdrawals from Savings and Money Market Savings Accounts, and we no longer charge an Excess Activity Fee for withdrawing or transferring funds from a savings or money market savings account more than six (6) times per Service Fee Period. If you repeatedly exceed this limit, however, we may close or convert your account to a checking account, which may be a non-interest-bearing account.

Please refer to your Personal Deposit Account Agreement for more details.

2009FEES 462702 8/2020

SANTANDER PREMIER PLUS CHECKING **Statement Period 11/14/20 - 12/13/20**

MOISHE HERCZL [redacted]

Balances

Beginning Balance	$2,457.03	Current Balance	$744,849.21
Deposits/Credits	+$798,818.84	Average Daily Balance	$204,663.90
Withdrawals/Debits	-$56,426.66		

Interest

Paid this Period *	$1.45	Annual Percentage Yield Earned	0.01%
Earned this Period	$1.45	Paid Last Year	$0.15
Paid Year-To-Date	$1.95		

* The interest earned and the interest paid may differ depending on when interest is credited to your account.

Checks Posted

Check #	Date Paid	Amount	Reference	Check #	Date Paid	Amount	Reference
537	11/23	$3,000.00	0982139250	625*	12/03	$6,000.00	0998182005
538	11/23	$6,500.00	0982007495	626	12/02	$6,000.00	0983288380
539	11/27	$6,500.00	0982696305	628*	12/10	$1,741.67	0984519900
620*	12/01	$625.00	0982986920	629	12/09	$1,000.00	0990299375

8 Check(s) Posted = $31,366.67
An asterisk (*) indicates a skip in sequential check numbers.

EQUAL HOUSING LENDER

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Santander

Account Activity

Date	Description	Additions	Subtractions	Balance
11-14	**Beginning Balance**			$2,457.03
11-17	OVERDRAFT PROTECTION TRANSFER FROM 8937787474	$9,102.97		$11,560.00
11-17	ATM CHECK DEPOSIT D758 17	$440.00		$12,000.00
11-17	CHASE CREDIT CRD EPAY 201116		$2,000.00	$10,000.00
11-17	JPMorgan Chase Ext Trnsfr201117		$10,000.00	$0.00
11-18	JPMorgan Chase Ext Trnsfr201118 *********77	$10,000.00		$10,000.00
11-20	INTERNET TRANSFER TO ACCT *5691 - BUSINESS CHECKING		$2,400.00	$7,600.00
11-23	OVERDRAFT PROTECTION TRANSFER FROM 8937787474	$1,903.25		$9,503.25
11-23	CONG STAMFORD M LAKEWOOD /NJ US CARD PURCHASE		$3.25	$9,500.00
11-23	CHECK 000000000537		$3,000.00	$6,500.00
11-23	CHECK 000000000538		$6,500.00	$0.00
11-24	ATM CHECK DEPOSIT D813 1477	$2,190.00		$2,190.00
11-25	INTERNET TRANSFER FROM ACCT *5691 - BUSINESS CHECKING	$2,400.00		$4,590.00
11-25	JPMorgan Chase Ext Trnsfr201125 *********95	$400.00		$4,990.00
11-25	CITI AUTOPAY PAYMENT 201124		$124.20	$4,865.80
11-27	JPMorgan Chase Ext Trnsfr201127 *********62	$10,000.00		$14,865.80
11-27	CONG STAMFORD M LAKEWOOD /NJ US CARD PURCHASE		$3.25	$14,862.55
11-27	AMEX EPAYMENT ACH PMT 201127		$40.00	$14,822.55
11-27	INTERNET TRANSFER TO ACCT *5691 - BUSINESS CHECKING		$400.00	$14,422.55
11-27	CHASE CREDIT CRD EPAY 201125		$1,000.00	$13,422.55
11-27	CHECK 000000000539		$6,500.00	$6,922.55
11-30	FISHNET AT NPGS LAKEWOOD /NJ US CARD PURCHASE		$13.74	$6,908.81
12-01	CHECK 000000000620		$625.00	$6,283.81
12-02	E*TRADE ACH TRNSFR201201 ********06	$3,000.00		$9,283.81
12-02	BINGO WHOLESALE LAKEWOOD /NJ US CARD PURCHASE		$210.86	$9,072.95
12-02	CITI AUTOPAY PAYMENT 201201		$51.91	$9,021.04
12-02	CHASE CREDIT CRD EPAY 201201		$1,000.00	$8,021.04
12-02	CHECK 000000000626		$6,000.00	$2,021.04
12-03	INTERNET TRANSFER FROM ACCT *0769 - SANTANDER SELECT MONEY MARKET SAVINGS	$475,000.00		$477,021.04
12-03	INTERNET TRANSFER FROM ACCT *5691 - BUSINESS CHECKING	$400.00		$477,421.04
12-03	CASH APP*SHALA 4153753176 /CA US CARD PURCHASE		$1,100.00	$476,321.04
12-03	WAWA 8319 0 LAKEWOOD /NJ US CARD PURCHASE		$20.00	$476,301.04
12-03	BAKA LLC LAKEWOOD /NJ US CARD PURCHASE		$5.28	$476,295.76
12-03	Revolut P2P 201202		$200.00	$476,095.76
12-03	CHECK 000000000625		$6,000.00	$470,095.76
12-04	JPMorgan Chase Ext Trnsfr201204 *********97	$10,000.00		$480,095.76
12-04	AMZ_STORECRD_PMT PAYMENT 201203 **********03		$38.00	$480,057.76
12-04	Revolut P2P 201203		$200.00	$479,857.76
12-07	FISHNET AT NPGS LAKEWOOD /NJ US CARD PURCHASE		$18.99	$479,838.77
12-07	NJ WEB PMT 01300 NJWEB01300 TXP*I*********000*01		$542.97	$479,295.80
12-07	INTERNET TRANSFER TO ACCT *7554 - SANTANDER PREMIER PLUS CHECKING		$3,000.00	$476,295.80
12-09	BRANCH TRANSACTION AT BLOOMFIELD CENTER - CASH WITHDRAWAL.		$1,500.00	$474,795.80
12-09	NEW YORK LIFE INS. PREM.DEC 20 ********11		$51.34	$474,744.46
12-09	NEW YORK LIFE INS. PREM.DEC 20		$356.20	$474,388.26
12-09	CHECK 000000000629		$1,000.00	$473,388.26
12-10	CHECK 000000000628		$1,741.67	$471,646.59
12-11	BRANCH TRANSACTION AT MADISON - CHECK DEPOSIT.	$273,981.17		$745,627.76
12-11	INTERNET TRANSFER TO ACCT *5691 - BUSINESS CHECKING		$780.00	$744,847.76
12-11	INTEREST CREDIT FROM 11/14/2020 THROUGH 12/13/2020	$1.45		$744,849.21
12-13	**Ending Balance**			$744,849.21

The New York Times | https://nyti.ms/2bCJEYP

HUNGRY CITY

Two New Stops for Middle Eastern Food: Dizengoff and Gyro96

Dizengoff Closed

Gyro96 Middle Eastern $ 141 East 96th Street 212-470-1089

By Ligaya Mishan

Aug. 25, 2016

Here is pita as it's meant to be, just shoveled from the oven, with pocks of scorch anc loose blackened flour coming off on fingertips, leaving a dusty spoor on sleeves.

At Dizengoff, a hummus stand that opened in May in Chelsea Market, this glory is achieved not in a traditional wood-fired clay taboon but in a gas oven built for pizza. The chef, Emily Seaman, has to be patient. Every morning she throws the first dozer loaves away. "They don't have the right finish," she said.

The ones that pass muster are fantastically swollen and chewy at the edges, as if air were their most important ingredient.

The first iteration of Dizengoff (DEE-zen-goff), named after a boulevard in Tel Aviv that was once the heart of the city's bohemian culture, opened in Philadelphia two years ago. It's an informal side project from the chef Michael Solomonov and Steven Cook, who run the acclaimed restaurant Zahav, where Ms. Seaman, a Smith College graduate with a degree in government and German, learned to cook Israeli food.

The Manhattan outpost has stools at a glossy lipstick-red counter, mirror tiles and a collage of street-party and fashion-fair posters in Hebrew. Yellow cans of Osem bran Mediterranean pickles line the shelves.

Lunch is a siege. Hummus has been around for centuries, but everyone seems to wa it now, or at least Dizengoff's meticulous and much-lauded version of it.

It starts with chickpeas, steeped overnight, brought to a rolling boil with a dash of baking soda and left to slow ruination. The resulting mash is mixed with a sauce of small-batch tahini (whose sesame seeds are traceable to a single origin in Ethiopia), garlic, lemon, cumin and salt, each ingredient weighed for precise configuration. The process is repeated every 90 minutes, more often when the hordes get restless.

Served with a slug of olive oil, half-torn parsley and a small sandstorm of paprika, the hummus is very, very good. Is it the best in New York? I may quibble that it's a little too smooth, almost airbrushed, more in thrall to voluptuousness than earthiness. (My heart still belongs to Mimi's Hummus.)

The genius lies in the toppings, several of which are on offer each day, following the seasons and Ms. Seaman's moods. Recent improvisations include Italian long hot peppers, fried and crushed with coarsely ground hazelnuts, exuding a languorous heat; eggplant, deep-fried and tangy from a night in brine; and ground lamb contoured with fenugreek, paprika and cumin, under shattered almonds.

Most thrilling was cabbage gone louche among cherry tomatoes, garlic and amba, a tart-hot mango pickle with a bitter pang of fenugreek — one of the only ingredients not made in-house. "I've tried," Ms. Seaman said. "I can't get it to taste right."

A few toppings have been less inspired, like a bland heap of diced summer squash. Brisket, grown tender without losing integrity from long braising with coffee and guajillo chiles, was smartly paired with pickled Concord grapes, mellow bursts like sips of wine. But the elements acted more like neighbors than partners.

I found a similar disconnect in a few salatim, the Israeli equivalent of mezze, like heirloom melons daubed with olive tapenade or blanched green beans over charred cherry tomatoes — each flavor distinct, but oddly isolated.

To any hummus (from $10 unadorned to $13 with meat), you may add a haminado egg, so called because it harks back to hamin, a Sephardic Sabbath stew put in the oven before sundown, with eggs cooking at low temperature all night. Here the eggs wallow in coffee, mint and onion skins. In the morning Ms. Seaman taps them together to send slivery cracks through the shells, then returns them to the liquid. Once peeled, they reveal dark veins, like marble.

On a busy day, Dizengoff may go through 15 gallons of hummus. At Gyro96, a falafel window steps from the 96th Street subway station on the Upper East Side, it's a matter of spoonfuls.

"Hummus is delicate," said Waled Haredy, the chef. He makes only what he knows he will use each day, so the flavor won't deteriorate in passing back and forth from fridge to counter in the tiny, sweltering kitchen.

Mr. Haredy grew up in Mansoura, in the Nile Delta of Egypt, and came to the United States in 1999 to study aeronautical engineering. He wound up washing vegetables at an Italian restaurant and worked his way up to pasta. In 2011 he opened Habibi's in Harlem, cooking from his mother's recipes.

When his landlord raised the rent, he parked a concession truck in an empty lot in Greenwich Village. When a developer bought that lot, he found himself here, in an afterthought of a storefront, 85 square feet, between a brow salon and a smartphone dealer.

He opened Gyro96 in May with Inna Sobel, a real estate broker and longtime friend who helps out at the counter, reassuring customers while they wait. Mr. Haredy makes everything to order, which takes time.

He wanted to serve shawarma, but that requires a bigger kitchen. Instead, he buys a pre-made cone of gyro loaf and brings the meat to life with a quick press on the grill amid a seethe of onion, peppers, cumin and garlic.

For $5, this comes on flatbread from an Egyptian bakery in Queens, livened with spiced vinegar; for $6, over rice stained by turmeric. This is street-cart cheap and delicious, even better folded in with grilled chicken thigh under lashes of tahini sauce and hot sauce charged with paprika, smokier than it is hot.

But falafel is Mr. Haredy's primary mission. His mother's recipe, which belonged to her mother and her grandmother before her, uses fava beans with just a touch of chickpeas. He reverses the ratio, but in all else is faithful.

He cautioned that falafel must be eaten immediately, and he's right: One moment it's ethereal, the next a lead balloon.

The priciest item on the menu, at $8, is the Rocket, which comes with a childhood memory: When Mr. Haredy grew finicky over his food one day, his father, a strict man from Upper Egypt, the country's most conservative region, banished him from the table. His mother secretly gave him money and sent him to a nearby falafel shop.

There the owner made him something close to an Israeli sabich, flatbread barely holding in fried eggplant, hard-boiled egg, hummus, pickles, falafel and French fries. This, too, is best eaten on the spot, before the pulse of heat from the fries and falafel, fresh out of the fryer, turns everything damp.

A meal at Dizengoff may end with a lemonnana, a half-frozen slush of piercingly sweet mint lemonade dosed, if you like, with gin, vodka, rum, bourbon or arak. At Gyro96, Mr. Haredy favors the simplicity of karkade, hibiscus iced tea, which he remembers his mother making every day to appease his father's high blood pressure (and his suspicion of doctors). "That was our Kool-Aid," Mr. Haredy said.

He brews it as his mother did, soaking dried hibiscus blossoms overnight, then adding a drip of honey to the strained scarlet liquid — just a little, not enough to wholly disguise the flowers' bitterness.

"That's how you know it's medicine," he said.

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Vegetables
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ATM

Marketing and Offer History – 182 Broadway

- Department of Planning and Development offered the property for sale beginning 11/2019. The list price was $98,900 (the 2019 assessed value). No offers were received by the deadline of 12/31/2019.
- River Realty began listing the property on 1/27/2020. The initial list price was $169,900.
- River Realty reduced the price on 3/13/2020 to $159,900 due to little activity and no offers.
- Joseph Mullokandov offered $100,000 on 5/28/2020.
- Department of Planning and Development countered with an offer price of $140,000.
- Joseph Mullokandov countered with an offer of $120,000.
- There were no other offers on this property.
- This offer was presented to Council at the July 9, 2020 Work Session.
- The offer was tabled by the City Council at the July 13, 2020 Meeting.
- The offer was approved by Council at the September 14, 2020 Meeting (Resolution 202-2020).
- Mr. Mullokandov withdrew his offer to purchase on October 7, 2020. 182 Broadway was placed on the market again.
- The offer was approved (Res. 202-2020) at the September 14, 2020 Council Meeting.
- Mr. Mullokandov's attorney notified our Corporation Counsel's Office on October 7, 2020 that Mr. Mullokandov had withdrawn his offer for both 185 Broadway and 182 Broadway.
- The property was placed back on the market on October 8, 2020.
- River Realty sent us this offer of $120,000 from Mr. Herczl on October 14, 2020 for 182 Broadway.
- Mr. Herczl's offer was also rejected because the source of funds for purchase and renovation was not felt to be satisfactory according to a review by our Corporation Counsel's Office.
- On December 12, 2020, following River Realty's recommendation, the list price of 182 Broadway was reduced to $134,900.
- On December 16, 2020, Mr. Herczl resubmitted a new source of funding for the project along with more complete documentation. The revised offer was re-evaluated by the internal review team.
- On December 22, 2020, River Realty received another offer for 182 Broadway for $75,000.
- On December 23, 2020, the internal review team decided to go back to both offers and ask for their "highest and best" offer to be submitted the following week.
- Mr. Herczl increased his offer to $122,000; the other potential purchaser chose not to submit an increased offer. Mr. Herczl's offer was prepared to present to Council.

RESOLUTION NO.: 5 - 2021

OF

JANUARY 11, 2021

A RESOLUTION AUTHORIZING AN AGREEMENT WITH NEARMAP U.S., INC. FOR DIGITAL AERIAL IMAGERY SERVICES FOR A THREE YEAR TERM AT A TOTAL COST OF $16,200.00

WHEREAS, the City of Newburgh has recognized a need to acquire clearer, more accurate digital aerial imagery to better serve City departments that would utilize such services; and

WHEREAS, the use of such digital aerial imagery supports municipal uses such as asset management, property change detection, land use management, facilities monitoring, emergency management, and location-based services; and

WHEREAS, this Council finds it in the best interest of the City of Newburgh to enter into a three-year agreement with Nearmap U.S., Inc. for digital aerial imagery services at a total cost of $16,200.00; and

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 Nearmap U.S., Inc. for a three-year term at a total cost of $16,200.00, with all such terms and conditions as may be required by the Corporation Counsel, for digital aerial imagery services to the City.

Additional Terms and Conditions

1. Recitals B is deleted in its entirety and replaced with the following: “Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this Products Agreement, Terms and Conditions to Nearmap for Government Products, and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the “Agreement”).”

1. Section 1.3 of the Agreement is deleted in its entirety and replaced with the following: “Intentionally omitted”.

2. Section 1.6 of the Agreement is deleted in its entirety and replaced with the following: “Intentionally omitted”.

3. Section 3.3 of the Agreement is amended by replacing “section 1.3” with “the Terms and Conditions to Nearmap for Government Products”.

4. Section 4.6 of the Agreement is amended by deleting the words “charge a Late Payment Fee and/or immediately”.

5. Section 6.1 of the Agreement is amended by replacing “section 1.3” with “the Terms and Conditions to Nearmap for Government Products”.

6. Section 6.5 of the Agreement is amended by deleting the last sentence.

7. Section 9.8 of the Agreement is deleted in its entirety and replaced with the following:“Indemnity The Licensee agrees to indemnify Nearmap and its directors, officers, employees, agents, mandataries and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses and costs arising from or out of the Licensee’s actual breach of any provisions of this Agreement.”.

8. Section 14 of the Agreement is amended by inserting the words “, with a copy to City of Newburgh, Office of the Corporation Counsel, 83 Broadway, Newburgh, NY 12550” before the words “and for Nearmap to 10897 South River Front Parkway…”.

9. Section 17.3(c) of the Agreement is amended by replacing “Products Specific Terms” with “the Terms and Conditions to Nearmap for Government Products”.

10. Section 17.13 of the Agreement is amended by replacing “Utah” with “New York”.

11. Section 18 of the Agreement is amended by deleting in its entirety the definition of “Excess Rate” and “Periodic Allowance”.

12. For the purposes of this Agreement, “Terms and Conditions to Nearmap for Government Products” means the terms and conditions that apply to the Nearmap for Government Products that are published at https://www.nearmap.com/us/en/legal/us-product-specific-terms

PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

PRODUCTS AGREEMENT

Recitals

A. Nearmap is a provider of aerial photography and associated products and services.
B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the "**Agreement**").

Definitions of capitalized words are set out in section 18 of the Agreement.

1. GRANT OF LICENSE TO USE PRODUCTS

1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products for and to the extent of the Permitted Purpose (the "**License**").

1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.

1.3 **Renewal** Upon the expiration of the initial Term, this Agreement subject to any amendments to this Agreement required by Nearmap, shall be renewed automatically for successive renewal terms of twelve (12) months each (each a "**Renewal Term**") unless terminated by either party by providing at least 30 days' written notice of its intention not to renew this Agreement prior to the expiry of the initial Term or any current Renewal Term.

1.4 **Replacement Product** Nearmap may from time to time supply the Licensee with a replacement Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the replacement Product from the date of delivery from Nearmap.

1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark or other Nearmap attribution in any Product or Derivative Works.

1.6 **Periodic Allowance** Nearmap measures data usage by the Licensee under this License. In using the Products, the Licensee's consumption of data and/or area during the Period must not exceed the Periodic Allowance. The following conditions apply to the Licensee's Periodic Allowance:

(a) the Periodic Allowance used by the Licensee will be calculated at the end of every Period based on the total data and/or area usage of all users who access and use the Licensee's Nearmap account during that Period;
(b) if the Licensee elects to download and/or export Products available to the Licensee on the Website, this will be applied to the Periodic Allowance. The Licensee may have the option to elect to download high resolution images. Downloading these images may use a higher portion of data of the Periodic Allowance than downloading a lower resolution image;
(c) if the Licensee does not consume its Periodic Allowance in any given Period, the balance will not be rolled over to a following Period;
(d) the Licensee agrees that Nearmap may charge the Licensee additional fees, up to a maximum of the Excess Rate, for any usage in excess of the Periodic Allowance;
(e) Nearmap will provide notice to the Licensee if it exceeds the Periodic Allowance for any Period; and
(f) if the Licensee exceeds the Periodic Allowance, Nearmap may, in its absolute discretion, elect to:
  (i) restrict the Licensee's access to the Products until the Periodic Allowance is reset or until additional fees are paid; or
  (ii) immediately cease the Licensee's access to the Products for the remainder of the Period.

1.7 **Unavailability** Subject to section 12, if a Product is not available for a period of 3 consecutive days, the Term will be extended by the period of such unavailability.

2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

2.1 **Permitted Purpose** The Products must only be used for the Permitted Purpose.

2.2 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.

2.3 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including the Licensee's subsidiaries and affiliates).

2.4 **Employees** The Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. Such employees are deemed to be Authorized Users. The Licensee is responsible and liable for any person who uses the Licensee's account access details or uses Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.

2.5 **No machine learning** The Licensee must not conduct machine learning work in connection with this Agreement or any Products, which includes but is not limited to any:

(a) machine learning models (including the model form and model parameters);
(b) outputs of machine learning models;
(c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
(d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.

2.6 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:

(a) use its access to the Products under this Agreement for the purposes of creating a database of imageries for resale, distribution, sub-license or other commercial purposes and mass downloads or bulk feeds of any imagery; and
(b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.

2.7 **Restriction on integration methods** The Licensee is only permitted to use API integration method authorized by Nearmap, or other integration methods authorized by Nearmap in writing, including but not limited to integration with the Licensee's or other third party platforms or software.

2.8 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):

(a) provide a link to another URL;
(b) upload content or other information to the Website (except as necessary to use the Products);
(c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
(d) use the Website in any way to send unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
(e) publish, post, distribute, disseminate or otherwise transmit, defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable or confidential material or information;
(f) make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms" or any other harmful software;
(g) remove any content or information from the Website, other than that permitted under the terms of this License;
(h) falsify the true ownership of a Product or other material or information made available via the Website;
(i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
(j) use the Website other than in accordance with this Agreement;
(k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
(l) provide or allow access which exceeds the total number of Authorized Users in connection with use of the Product.

2.9 **Breach** If the Licensee breaches any of sections 2.1 to 2.8 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law.

3. THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES

3.1 **Authorized Users** Any password/ID issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User to the person to whom it was issued or the number of Authorized Users has been exceeded, Nearmap may:

(a) cancel that password/ID;
(b) restrict the Licensee's access to the Product to low resolution imagery, or apply any other restrictions on access that Nearmap determines in its absolute discretion;
(c) immediately cease the Licensee's access to the Product;

(d) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or

(e) exercise any other right available to Nearmap under the terms of this Agreement or at law.

3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website remains available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:

(a) allocate such resources as may be necessary to remedy the Fault; and

(b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.

3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated in accordance with section 6.2 if the Licensee is in breach of this Agreement.

3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation protecting its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products or breach of its security and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.

3.5 **Audit** During the Term of this Agreement and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain accurate and complete records regarding its use of the Products. The Licensee shall permit Nearmap (or its auditors) access to the business location(s), books and records, employees and/or contractors pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended.

3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion (a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant, (b) recover the reasonable cost of the audit if additional Fees exceed five (5) per cent of the Fees paid during the audit period and (c) terminate this Agreement in accordance with section 6.2. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice.

4. FEES

4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.

4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date as set out in the Quote at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.

4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable except as expressly set out in the Agreement.

4.4 **Refund of Fees** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.

4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "Taxes"). Licensee is responsible for paying all Taxes except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if so invoiced.

4.6 **Late Payment** If a scheduled Fee payment is not made in full by the due date for any reason, the Licensee gives Nearmap permission to charge a Late Payment Fee and/or immediately limit or terminate access to the Products provided under this License.

4.7 **Acceleration** In the event of the Licensee failing to pay Nearmap the Fees in full in accordance with the terms of this Agreement, all Fees (whether accrued or not) will become immediately due and payable.

4.8 **Amendments** Fees of the relevant Product may only be increased at the end of the Term (including any Renewal Term) subject to Nearmap and the Licensee agreeing in writing.

5. THE LICENSEE'S WARRANTIES

5.1 **Warranty** The Licensee warrants that:

(a) any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;

(b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;

(c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and

(d) the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:
   (i) License;
   (ii) Products; and
   (iii) Website.

6. TERMINATION AND EXPIRY

6.1 **Initial Term** This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.

6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:

(a) the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;

(b) the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or

(c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof or admits in writing its inability to pay its debt generally as they become due.

6.3 **Termination by Nearmap** Notwithstanding anything else in the Agreement but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee 10 Business Days' notice, to terminate the Agreement and the License.

6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:

(a) the License immediately terminates and the Products will no longer be available to the Licensee;

(b) The Licensee must immediately destroy, delete or return to Nearmap all Products; and

(c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.

6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this Agreement.

6.6 **Continuing obligations** After expiry or termination of the Agreement or a License, sections 1.5, 2, 4, 6.5, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.

7. INTELLECTUAL PROPERTY

7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, and all associated Intellectual Property Rights, data, information and software are owned by Nearmap and are protected by copyright, moral rights, trademark and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, any Product or Content will pass or be licensed to the Licensee.

7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in the Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited non-exclusive, non-transferrable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under the Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.

7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for a Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.

8. THIRD PARTY PROVIDERS

8.1 Nearmap engages Third Party Providers in order to provide the Products. The Licensee agrees to comply with all requirements and restrictions that Third Party Providers may impose on Licensee directly or indirectly by imposition on Nearmap, in relation to their respective products and/or services, at the time of, or subsequent to, the Agreement. The Licensee acknowledges that provision of the Products is subject to, and dependent upon, adequate delivery of products and services by the Third Party Providers. In accordance with section 9 of the Agreement, Nearmap's liability is reduced to the extent that loss or damage of any kind is caused or contributed to, by Third Party Providers. For the Licensee's convenience, Nearmap has set out in this section 8 links to the terms and conditions of these Third Party Providers with which the Licensee is required to comply. The Licensee further acknowledges that by entering into the Agreement, the Licensee is deemed to accept the respective terms and conditions of Third Party Providers, which currently include the Third Party Providers set out below. Third Party Providers and their terms of supply may change from time to time during the Term of the Agreement.

(a) **Google** Nearmap engages Google to supply navigation and geo-location data, and related content. By entering into the Agreement, the Licensee agrees to the Google Terms of Service as they apply to the Licensee. https://www.google.com/enterprise/earthmaps/legal/us/maps_purchase_agreement_apac.html

(b) **Amazon Web Services (AWS)** Nearmap engages Amazon Web Service, Inc. to provide services (the "**AWS Services**") which enables delivery of the Products. By entering into the Agreement, the Licensee agrees to comply with the AWS Customer Agreement (http://aws.amazon.com/agreement/) as it applies to the Licensee. Use of the Products is also subject to the Licensee's compliance with the following AWS policies:
   (i) Privacy Policy (http://aws.amazon.com/privacy/)
   (ii) Acceptable Use Policy (http://aws.amazon.com/aup/)
   (iii) Terms of Use

(http://aws.amazon.com/terms/)
(iv) Service Terms (http://aws.amazon.com/serviceterms/)
(v) Trademark Guidelines (http://aws.amazon.com/trademark-guidelines/)

(c) **NASA/NCAS** By entering into the Agreement, the Licensee agrees to the following NASA/NCAS terms and conditions: (https://www.nearmap.com/us/en/legal/copyright))

9. WARRANTY AND LIABILITY

9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.

9.2 **DISCLAIMER OF WARRANTIES** OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, AGENTS, MANDATARIES AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.

9.3 **NO REPRESENTATIONS** WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS AND THE WEBSITE, NEARMAP MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE. THE PRODUCTS AND THE WEBSITE ARE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES AND DISTORTIONS AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS OR THE WEBSITE.

9.4 **LIMIT OF LIABILITY** NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THE PRODUCTS.

9.5 **NO LIABILITY FOR CLAIMS** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRACONTRACTUAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.

9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRACONTRACTUAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT OR THE WEBSITE EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE 12 MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH OR EVENT GIVING RISE TO THE LIABILITY.

9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider.

9.8 **Indemnity** The Licensee agrees to indemnify Nearmap and its directors, officers, employees, agents, mandataries and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses and costs (including reasonable attorney's fees and costs) arising from or out of:

(a) the Licensee's actual or alleged breach of any provisions of this Agreement;
(b) the Licensee's use of the Product for any purpose; and
(c) the Licensee's use of, or any third party's use of, or inability to use, any Derivative Works, including without limitation, any output from the Derivative Works.

9.9 **Notice of claim** Nearmap will provide the Licensee with notice of any claim or allegation under section 9.8, and Nearmap has the right to participate in the defense of any such claim at its expense.

10. COPYRIGHT COMPLAINTS

10.1 Subject to section 9, if any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products in accordance with this License infringes their copyright ("**Infringement Claim**"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.

10.2 The Licensee must:

(a) promptly notify Nearmap of any such Infringement Claim;
(b) not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;
(c) permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and
(d) provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.

10.3 Nearmap will have no liability for any Infringement Claim:

(a) that arises from any:
  (i) use of the Product in violation of this Agreement;
  (ii) modification of the Product by anyone other than Nearmap or a party authorized by Nearmap in writing to modify the portion of the Product applicable to the Infringement Claim; or
  (iii) third-party products, services, hardware, software or other materials, or a combination of these with the Products, which would not be infringing without this combination; or
(b) if the Licensee fails to comply with section 10.2.

10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.

11. PRIVACY POLICY

11.1 Nearmap will collect, use and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at https://www.nearmap.com/us/en/legal/privacy-policy. The Licensee hereby consents to those collections, uses and disclosures..

11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving by email direct marketing communications from Nearmap.

11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products. Nearmap will have no liability whatsoever with respect to any personal information held by a third party in connection with the supply of Products.

12. FORCE MAJEURE

12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, strike or other labor dispute, riot or other act of civil disorder, embargo, or other cause beyond the performing party's reasonable control ("**Force Majeure Event**"):

(a) that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and
(b) the affected party will not be responsible for any loss or expense suffered or incurred by the other party as a result of, and to the extent that, the affected party is unable to perform or is delayed in performing its obligations under this Agreement because of the Force Majeure Event.

12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:

(a) Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
(b) take all reasonable steps to overcome the effects of the Force Majeure Event; and
(c) resume compliance as soon as practicable after the Force Majeure Event no longer affects it.

13. CONFIDENTIALITY

13.1 The Licensee must not use any Confidential Information for any purpose not expressly permitted hereunder. The Licensee will disclose Confidential Information only to its employees who have a need to know for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Licensee will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect its own confidential or proprietary information of similar nature and with no less than reasonable care.

14. NOTICES

14.1 All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally recognized private courier (with signature required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150 South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

15. TECHNOLOGY EXPORT

15.1 The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap or otherwise remove it from the United States or Canada except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.

16. NEARMAP NOW

16.1 **Survey** During the Term, the Licensee may request a survey of an area which is not covered (in its entirety or in part) by the Coverage Area ("**Survey**"). The Licensee must provide a detailed description of the area that is to be covered by the Survey and which is to be included in the Survey Specification. Upon receipt of such a request in writing, Nearmap may, in its absolute discretion, agree to provide the Survey to the Licensee for a Survey Fee.

16.2 **Delivery of Survey** Subject to sections 12 and 16.1, Nearmap will deliver the Survey to the Licensee by uploading the Survey to the Website within 6 months of the date on which Nearmap receives payment of the Survey Fee in full from the Licensee. Nearmap will notify the Licensee in writing once the Survey has been uploaded to the Website.

16.3 **Availability to other Nearmap customers** Nearmap may, at its absolute discretion, allow other customers of Nearmap to access the Survey on the Website.

16.4 **Refund of Survey Fee** If the Licensee is not in breach of the Agreement and Nearmap elects to terminate the Agreement under section 6.3 prior to delivery of the Survey, Nearmap will refund the Survey Fee to the Licensee.

16.5 **Other Products** This Section 16 will not be applicable to the Licensee if the License has not purchased a Survey.

17. MISCELLANEOUS TERMS

17.1 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with our existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to us from time-to-time.

17.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.

17.3 **Precedence of Documents** This Agreement is comprised of:

(a) the Additional Terms and Conditions;
(b) the Quote;
(c) any Product-Specific Terms; and
(d) this products agreement.

If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence.

17.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.

17.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.

17.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

17.7 **Severability** If one or more of the terms of the Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.

17.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.

17.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.10 **Entire Agreement** This Agreement:

(a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
(b) supersedes any prior agreement or understanding on anything connected with that subject matter.

17.11 **Counterparts** This Agreement may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.

17.12 **Language** The parties have expressly agreed that this Agreement and all ancillary agreements, documents or notices relating thereto be drafted solely in the English language. Les parties aux présentes ont expressément convenu que ce accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.

17.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State of Utah applicable to agreements made and to be entirely performed within the State of Utah, without resort to its conflict of law provisions.

18. DEFINITIONS

In this Agreement:

Additional Terms and Conditions means the additional terms and conditions (if any) set out in the Quote.

Affiliate means, with respect to Nearmap, any entity that controls or is controlled by Nearmap, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least fifty per cent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

API means application programming interface.

Authorized User means the number of persons specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product.

Auto Renew means the section of the Quote titled "Auto Renew".

Business Days means any day other than a Saturday, a Sunday or a recognised public holiday in Utah, USA.

Claim means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment of any kind however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

Commencement Date means (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the Quote.

Commercial Purpose means to distribute, transfer, sell, sub-license or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

Confidential Information means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of Nearmap or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether before or after the Licensee entered into the Agreement, whether orally, electronically, in writing or otherwise, but excludes information which:

(a) is or becomes part of the public domain otherwise than as a consequence of a breach of the Agreement;
(b) the Licensee has obtained from a source other than Nearmap which source is entitled to disclose it; or
(c) the Licensee has developed or acquired independently before the date of the Agreement, and can provide reasonable proof.

Content means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API.

Coverage Area means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.

Derivative Work means any new work created by or for the Licensee that incorporates, embeds or includes all or part of a Nearmap Product or Content.

Excess Rate means the rate of additional fees that the Licensee pays per megabyte for its use of the Products beyond the Periodic Allowance, being:

(a) if the Licensee pays its Fees on a monthly basis, the Fees per month divided by the Periodic Allowance; or
(b) if the Licensee pays its Fees on a yearly basis, the Fees per year divided by 12 divided by the Periodic Allowance.

Fault means any fault, failure, error or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees or agents or mandataries.

Fees means the fees specified in the Quote payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee.

Intellectual Property Rights includes all industrial and intellectual property rights throughout the world including copyright, moral rights, trademarks, patents, rights to protect confidential information and any other similar rights.

Late Payment Fee means a fee, as notified by Nearmap to the Licensee, corresponding to the costs incurred by Nearmap (including, without limitation, administrative and other costs) in recovering any payment not made by the Licensee on the due or scheduled date for payment. Late fees incur interest at the rate of 1.5% per month (being 18% per year).

License means the license granted in section 1.1.

Licensee means the person or entity specified in the "Customer Name" section of the Quote.

Nearmap means Nearmap US, Inc.

Operational Hours means 9am to 5pm PT.

Period means the period specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

Periodic Allowance means the data and/or area allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

Permitted Purpose means the use of Products by the Licensee for internal purposes in the Licensee's ordinary business, and at all times excludes any:

(a) Commercial Purpose;
(b) Unlawful Purpose;
(c) Integration or attempt to integrate the Product in an internal system of the Licensee or of a third party; and
(d) Redistribution or copying of files, images, photographs or making such files, images or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

Products means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.

Products-Specific Terms means additional terms and conditions that apply to certain Products located on our Website.

Quote the document produced after the Licensee places an initial order for the Product(s), requests any changes to its' License, or renews its License, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

Schedule means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.
Subscription Period means the period stated in the “Subscription Period” column of the Quote.
Subscription Start Date means the date specified in the “Subscription Start Date” section of the Quote.
Survey has the meaning (if any) given to that section 16.1.
Survey Fee means the fee for the Survey as agreed in writing between Nearmap and the Licensee.
Survey Specification means the survey specification referred to in the Quote.
Term means the term specified in the “Subscription Term” section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, “Term” means the Subscription Period.
Third Party Providers means third party providers of products and services to Nearmap.
Unlawful Purpose means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.
Website means all pages and sub-sites available within the nearmap.com domain.

NEW SUBSCRIPTION QUOTE

Nearmap US, Inc.
10897 South River Front Parkway, Suite 150
South Jordan, UT 84095 USA
Phone: +1 (801) 609 7250

Customer Name	City of Newburgh, NY	**Quote Number**	Q061613
Contract Commencement	Contract commences upon signing of quote.	**Quote Expiry**	01/31/2021
Subscription Term	36 Month	**Account Rep**	Pamela Wilkins pamela.wilkins@nearmap.com
Subscription Start Date	01/11/2021	**Payment Term**	Net 30
		Payment Method	Invoice
Bill To	City of Newburgh, NY Joanne Majewski 83 Broadway, Newburgh, New York, 12550 (845) 569-7334 jmajewski@cityofnewburgh-ny.gov	**Ship To**	City of Newburgh, NY Joanne Majewski 83 Broadway, Newburgh, New York, 12550 (845) 569-7334 jmajewski@cityofnewburgh-ny.gov

PRODUCT	ALLOWANCE	COVERAGE	SEATS
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
		Subtotal	$16,200.00
		Estimated Tax	$0.00
		Total	**USD $16,200.00**

ACCEPTANCE OF Q061613 will constitute an Agreement with Nearmap

By selecting **"Yes"** or **signing below**, you acknowledge that (a) you have read, understood and agree to the Products Agreement attached to this Quote,(b) the Product-Specific Terms which can be found at https://www.nearmap.com/us/en/legal/product-agreements, (c) you have the authority to agree to this New Subscription Quote and (d) you agree to pay the fees set forth herein. This New Subscription Quote constitutes a binding commitment for the Contract Term stated above. You acknowledge that the Coverage Area by Nearmap is outlined at https://www.nearmap.com/us/en/current-aerial-maps-coverage.

Signature / Digital Acceptance: Date:

Full Name: Position:

PO Number (if required):

If printed, please sign, scan and email to: orders.us@nearmap.com

RESOLUTION NO.: ___6___ - 2021

OF

JANUARY 11, 2021

A RESOLUTION ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF NEWBURGH CDBG FY2019 ANNUAL ACTION PLAN TO ACCEPT A SECOND ALLOCATION OF CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT FUNDING

WHEREAS, by Resolution No. 327-2018 of November 13, 2018, the City Council of the City of Newburgh, New York approved and adopted the Community Development Block Grant ("CDBG") FY 2019 Annual Action Plan ("AAP"); and

WHEREAS, the City of Newburgh received a second special allocation of CDBG funds authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which requires a substantial amendment to the previously authorized FY 2019 AAP, public hearing and a 5-day public comment period;

WHEREAS, by Resolution No. 294-2020 of November 23, 2020, the City Council scheduled a public hearing to receive comments concerning a proposed substantial amendment to the CDBG FY 2019 Annual Action Plan at the regular City Council meeting to be held on December 14, 2020, and opened a 5 day Public Comment Period, commencing on December 15, 2020 and concluding on December 20, 2020, to receive comments concerning a proposed substantial amendment to the CDBG FY 2019 Annual Action Plan; and

WHEREAS, the City Council has duly convened and completed a public hearing and the 5-day public comment period and now wishes to adopt the Substantial Amendment to the CDBG FY 2019 Annual Action Plan; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby approve and adopt the Substantial Amendment to the CDBG FY 2019 Annual Action Plan; and

BE IT FURTHER RESOLVED, that the City Manager be and is hereby designated the official representative of the City of Newburgh and he is hereby authorized to submit the Substantial Amendment to the CDBG FY 2019 Annual Action Plan and execute the appropriate forms and certifications; that the City Manager he is further directed and authorized to provide such additional information as may be required; and that the City Manager be and is hereby authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary accept the CARES Act (CDBG-CV3) funds and to administer the programs associated therewith.

FY 2019 Community Development Block Grant (CDBG) Projects + CARES Act COVID-19 2nd Special Allocation (Substantial Amendment)

Department of Planning & Development

November, 2020

EQUAL HOUSING OPPORTUNITY

City of Newburgh City Council:

Torrance Harvey, Mayor
Karen Mejia, Ward 1
Ramona Monteverde, Ward 2
Robert Sklarz, Ward 3
Patty Sofokles, Ward 4
Anthony Grice, At-Large
Omari Shakur, At-Large

EQUAL HOUSING OPPORTUNITY

(New) CARES Act Funding

- In April, 2020, the City of Newburgh received a special allocation of Community Development Block Grant (CDBG) funds in the amount of $513,511.00 to "prevent, prepare for, and respond to the Coronavirus (COVID-19)."

- The allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

- **In September, 2020, the City of Newburgh received an additional allocation of CDBG funds in the amount of $370,023.00 to "prevent, prepare for, and respond to the Coronavirus (COVID-19)." This funding is referred to as "CDBG-CV3."**

EQUAL HOUSING OPPORTUNITY

(New) City of Newburgh FY2019 Substantial Amendment

- Pursuant to "24 CFR § 91.505 - Amendments to the consolidated plan," amendments may be made to a jurisdiction's Annual Action Plan (AAP). The jurisdiction's Citizen Participation Plan (CPP) determines the criteria for a substantial amendment to the AAP.

- The City of Newburgh's CPP requires a substantial amendment when there is:

  - A "change of more than 25% of the total grant award funding the activity."

  - A "change the purpose, scope, location, and beneficiaries from one eligible activity to another by more than 25% of the total funds previously authorized."

EQUAL HOUSING OPPORTUNITY

(New) City of Newburgh FY2019 Substantial Amendment

- As the CARES Act special allocation to the City of Newburgh is greater than both the "change of more than 25 % of the total grant award funding the activity" and a "change [to] the purpose, scope, location, and beneficiaries from one eligible activity to another by more than 25% of the total funds previously authorized," the substantial amendment process must be activated in order for the City of Newburgh to accept the funding.

- The substantial amendment process includes:

  - Update to a previously authorized AAP
  - Public Hearing
  - Public Comment Period
  - Submission of updated AAP to the U.S Department of Housing and Urban Development (HUD)

EQUAL HOUSING OPPORTUNITY

(New) City of Newburgh FY2019 Substantial Amendment

- To expedite and streamline use of the special allocation of CDBG funding, CDBG-CV3, the additional allocation will be added to the City of Newburgh FY2019 AAP.

- Activities added to the FY2019 AAP under the CDBG-CV Funding:

Infrastructure

- Infrastructure Assessment for Internet Access in the City of Newburgh - CARES Act (CDBG-CV): $30,000.00

Public Service

- Emergency Food Service - CARES Act (CDBG-CV): $125,000.00
- Child Care Services - CARES Act (CDBG-CV): $35,000.00
- Neighborhood Service Programming and Materials necessary to carry-out socially distanced activities (ex. Thanksgiving, Christmas/Hannukah, New Year Socially Distanced Activities/PPE): $155,023.00

Administration

- Administration - CARES Act (CDBG-CV): $25,000.00

Additional information begins on Slide 11

EQUAL HOUSING OPPORTUNITY

“CDBG” - Brief Primer

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)

- Allocated to local and state governments on a formula basis.

- The City of Newburgh is required to prepare and submit a Consolidated Plan that establishes goals for the use of CDBG funds. The most recent City of Newburgh Consolidated Plan: FY2015-FY2019

- Projects MUST be consistent with national priorities for CDBG:
  - Activities that benefit low- and moderate-income people;
  - The prevention or elimination of slums or blight; or
  - Community development activities to address an urgent threat to health or safety.

EQUAL HOUSING OPPORTUNITY

City of Newburgh Community Development Goals

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.

EQUAL HOUSING OPPORTUNITY

City of Newburgh CDBG Projects Overview:

- Manage city-owned properties, through the in rem program.
- Provide access to parkland, trails, and healthy activities in nature
- Positively reinvest in our community and our infrastructure
- Provide public service activities to respond to community need

EQUAL HOUSING OPPORTUNITY

FY2019: Annual Action Plan Projects updated with CARES Act COVID-19 Special Allocations

Year 5 of the 5 Year Plan
2015 - 2019

EQUAL HOUSING OPPORTUNITY

FY2019 Entitlement + CARES Act Funding Amended CDBG Projects/Funding

Project Name	Description	Project Funding FY2019 Annual Entitlement (CDBG-EN) Funding	Project Funding 1st Round CARES Act (CDBG-CV) Allocation	Project Funding 3rd Round CARES Act (CDBG-CV3) Allocation	Project Funding FY2019 EN + CARES Act (CDBG-CV) Allocations
In Rem Property Program	Salaries for 3 fulltime employees, In Rem Property Supplies, In Rem Training	$215,000.00			$215,000.00
Complete Streets Program	Sidewalks, Business Façade Improvements, Infrastructure	$225,000.00			$225,000.00
	CARES Act (CDBG-CV): Infrastructure Assessment for Internet Access in the City of Newburgh to meet lack of connectivity duw to COVID-19.			**$30,000.00**	$30,000.00
Park Improvements	Park Improvements	$190,786.00			$190,786.00
Community Policing/Neighborhood Services	Community and Neighborhood Police Initiatives, 2018 National Night Out, 2019 Children's Summer Film Festival	$18,000.00			$18,000.00
	CARES Act (CDBG-CV): Public Service: Provide equipment, supplies, and materials necessary to carry-out a public service; Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities. (Newburgh Armory Unity Center, NUFFI, RECAP, Catholic Charities)		$50,000.00	**$115,000.00**	$165,000.00
	CARES Act (CDBG-CV): Public Service: Provide Emergency Income Payments to cover rent and utility payments due to lack of income as a direct result of COVID-19. (Catholic Charities)		$413,511.00	**$10,000.00**	$423,511.00
	CARES Act (CDBG-CV): Neighborhood Service Programming and materials necessary to carry-out socially distant activities (ex. Includes Thanksgiving, Christmas/Hannukah, New Year, Winter Socially Distanced Activities, PPE) (City of Newburgh)			**$155,023.00**	$155,023.00
	CARES Act (CDBG-CV): Child Care Services (Jewish Community Center)			**$35,000.00**	$35,000.00
Homeowner Resource Assistance Program	Program to provide resource assistance to homeowners	$60,000.00			$60,000.00
Administration	Program Administration, Staff Salaries and Benefits, Program Operating Costs (including mailings), Training/Conference	$130,000.00			$130,000.00
	CARES Act (CDBG-CV): Program Administration of CDBG-CV funds. Includes program administration costs such as public notices, language translation, mailing, salary, meetings/training, Subrecipient Monitoring.		$50,000.00	**$25,000.00**	$75,000.00
	Total	$838,786.00	$513,511.00	**$370,023.00**	$1,722,320.00

EQUAL HOUSING OPPORTUNITY

Added through Substantial Amendment (New)
Project: Complete Streets/Infrastructure - CARES Act (CDBG-CV)
Previous Budget: $0.00
***New Budget Allocation: $30,000.00**
New Budget: $30,000.00

Summary: Infrastructure Assessment for Internet Access in the City of Newburgh to meet lack of connectivity due to COVID-19 restrictions.

EQUAL HOUSING OPPORTUNITY

Added through Substantial Amendment (New)
Project: Public Service, Emergency Food Service - CARES Act (CDBG-CV)
Previous Budget: $50,000.00
***New Budget Allocation: $115,000.00**
New Budget: $165,000.00

Summary: Provide equipment, supplies, and materials necessary to carry-out a public service; Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.

EQUAL HOUSING OPPORTUNITY

Added through Substantial Amendment (New)
Project: Public Service, Emergency Income Payment (Rent, Utility Payments) - CARES Act (CDBG-CV)
Previous Budget: $413,511.00
***New Budget Allocation: $10,000.00**
New Total Budget: $423,511.00

Summary: Public Service program to provide emergency income payment, to cover rent, utility payments due to lack of income as a direct result of the COVID-19 crisis.*

* Payments made directly to service provider

EQUAL HOUSING OPPORTUNITY

Added through Substantial Amendment (New)
Project: Public Service, Neighborhood Services - CARES Act (CDBG-CV)
Previous Budget: $0.00
***New Budget Allocation: $155,023.00**
New Total Budget: $155,023.00

Summary: Public Service program to provide social distanced programming and materials necessary to carry-out socially distanced activities (ex. Thanksgiving, Christmas/Hannukah, New Year, Winter activities, PPE)

EQUAL HOUSING OPPORTUNITY

Added through Substantial Amendment (New)
Project: Public Service, Child Care Services - CARES Act (CDBG-CV)
Previous Budget: $0.00
***New Budget Allocation: $35,000.00**
New Total Budget: $35,000.00

Summary: Public Service program to provide temporary child care services due to Coronavirus.

EQUAL HOUSING OPPORTUNITY

Added through Substantial Amendment (New)
Project: Administration - CARES Act (CDBG-CV)
Previous Budget: $50,000.00
***New Budget Allocation: $25,000.00**
Budget: $75,000.00

Summary: Funding for Program Administration of CDBG-CV funds. Includes program administration costs such as public notices, language translation, mailing, salary, meetings/training.

EQUAL HOUSING OPPORTUNITY

Project: In Rem Property Program
Budget: $215,000.00

Summary: Continued funding for the In Rem program, including the salaries for 3 fulltime employees (2 DPW employees and the Economic Development Specialist), In Rem property program supplies, such as paint, plywood, In Rem Training.

EQUAL HOUSING OPPORTUNITY

In Rem Property Program Highlights

- Staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.

- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.

EQUAL HOUSING OPPORTUNITY

Project: Complete Streets Project
Budget: $225,000.00

Summary: Funding to support the following Complete Streets projects:

- Sidewalks
- Façade Improvements (including business signs)
- Infrastructure

EQUAL HOUSING OPPORTUNITY

Project: Park Improvements
Budget: $200,000.00

Summary: Funding to support park improvements in the City of Newburgh. Projects to include support to the new South Street Park.

EQUAL HOUSING OPPORTUNITY

Project: Community Policing/Neighborhood Services
Budget: $18,000.00

Summary: Funding to support:

- 2019 National Night Out

- 2019 Children's Summer Film Festival

EQUAL HOUSING OPPORTUNITY

Project: Homeowner Resource Assistance
Budget: $60,000.00

Summary: Funding to support a low-income homeowner resource assistance program. Includes repairs as well as other assistance such as financial/budget counseling.

EQUAL HOUSING OPPORTUNITY

Project: Administration
Project Funding: $130,000.00

Summary: Funding to include salary and benefits for Director of Community Development, Business Mailings, Supplies and Program Administration/Training/Conference.

EQUAL HOUSING OPPORTUNITY

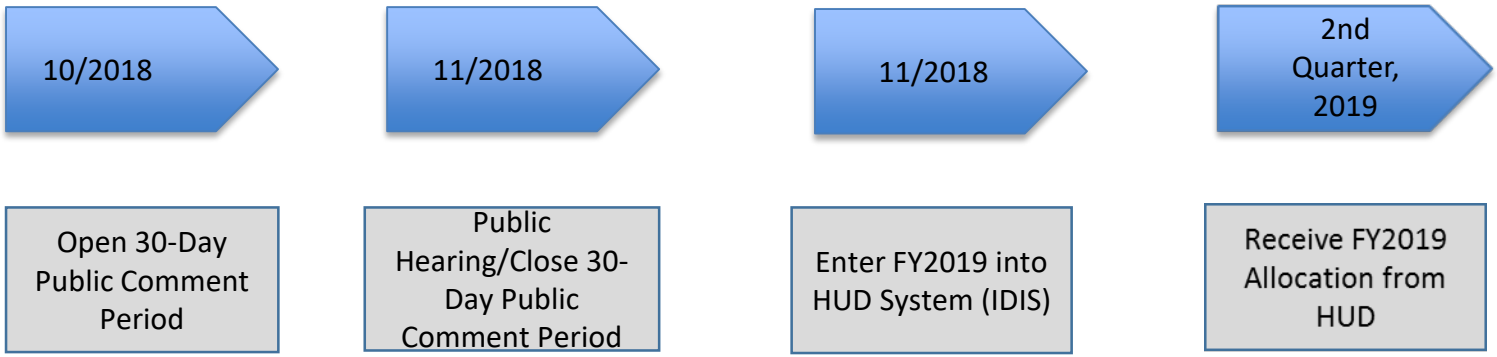
FY2019 CDBG-CV Projects Timeline (New Allocation CDBG-CV3)

December, 2020	December, 2020	January, 2021	Late Q1/Early Q2, 2021
Hold Public Hearing	5-Day Public Comment Period	City Council Resolution	CDBG-CV funds deposited into Line of Credit

FY 2019 CDBG-CV PROJECTS TIMELINE

EQUAL HOUSING OPPORTUNITY

FY2019 CDBG Projects Timeline



FY 2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

EQUAL HOUSING OPPORTUNITY

Año Fiscal 2019
Proyectos de la Subvención en Bloque para el Desarrollo de la Comunidad (CDBG) + 2.º Adjudicación Especial de la Ley CARES COVID-19 (Enmienda Sustancial)

Departamento de Planeamiento y Desarrollo

Noviembre de 2020

EQUAL HOUSING OPPORTUNITY

Ayuntamiento de la Ciudad de Newburgh:

Torrance Harvey, Alcalde
Karen Mejia, Distrito Municipal 1
Ramona Monteverde, Distrito Municipal 2
Robert Sklarz, Distrito Municipal 3
Patty Sofokles, Distrito Municipal 4
Anthony Grice, Representante Independiente
Omari Shakur, Representante Independiente

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(Nuevo) Financiación de Ley CARES

- En abril de 2020, la Ciudad de Newburgh recibió una adjudicación especial de fondos de la Subvención en Bloque para el Desarrollo de la Comunidad (CDBG) en la suma de $513,511.00 para “prevenir, prepararse para afrontar, y responder al Coronavirus (COVID-19)”.

- La adjudicación de fondos fue autorizada por la Ley de Ayuda, Alivio y Seguridad Económica por Coronavirus (Act CARES por sus siglas en inglés), Ley Pública 116-136, firmada por el presidente Trump el 27 de marzo de 2020, para responder a los crecientes efectos de esta histórica crisis de la salud pública.

- **En Septiembre de 2020, la Ciudad de Newburgh recibió una adjudicación de fondos CDBG por el monto de $370,023.00 para “prevenir, prepararse para afrontar, y responder al Coronavirus (COVID-19)”. Estos fondos son referidos como “CDBG-CV3”.**

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(Nuevo) City of Newburgh - Año Fiscal 2019
Enmienda Sustancial

- Conforme a las “Enmiendas al Plan General - 24 CFR § 91.505 ”, pueden hacerse enmiendas al Plan Anual de Accion (AAP) de una jurisdicción. La jurisdicción del Plan de Participación Ciudadana (CPP) determina el criterio de una enmienda sustancial al AAP.

- El Plan de Participación Ciudadana de la Ciudad de Newburgh (CPP) requiere una enmienda sustancial cuando haya:

  - Un “cambio de más del 25 % del total de los fondos de una subvención otorgada a una actividad”.

  - Un “cambio de propósito, alcance, ubicación y beneficiarios desde una actividad elegible a otra de más del 25 % del total de fondos previamente autorizados”.

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(Nuevo) Ciudad de Newburgh - Año Fiscal 2019 Enmienda Sustancial

- Debido a que la Ley CARES otorga una adjudicación especial a la Ciudad de Newburgh superior a ambos: el “cambio de más del 25 % del total del monto de la subvención otorgada para financiar la actividad”, y un “cambio del propósito, alcance, ubicación y beneficiarios desde una actividad elegible a otra en más del 25 % del total de los fondos previamente autorizados”, debe activarse el proceso de enmienda sustancial para que la Ciudad de Newburgh acepte los fondos.

- El proceso de una enmienda sustancial incluye:

  - Actualización de un Plan Anual de Acción previamente autorizado
  - Audiencia pública
  - Período de comentarios públicos
  - Presentación del AAP actualizado al Departmento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD)

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(Nuevo) Ciudad de Newburgh - Año Fiscal 2019
Enmienda Sustancial

- Para agilizar y optimizar el uso de la adjudicación especial de los fondos de CDBG, la adjudicación especial CDBG-CV se agregará al AAP del Año Fiscal 2019 de la Ciudad de Newburgh.

- Actividades agregadas al Año Fiscal 2019 del AAP bajo la Financiación CDBG-CV:

Infraestructura
- Evaluación de la Infraestructura para el Acceso a Internet en la Ciudad de Newburgh – Ley CARES (CDBG-CV): $30,000.00

Servicios Públicos
- Servicios de Emergencia Alimentaria – Ley CARES (CDBG-CV): $125,000.00
- Servicios de Cuidado Infantil – Ley CARES (CDBG-CV): $35,000.00
- Servicios en los Barrios de Programas y Materiales necesarios para llevar a cabo actividades sociales con distancia (ej. Actividades con Distancia Social/PPE Acción de Gracias, Navidad/Jánuca, Año Nuevo): $155,023.00

Administración
- Administración – Ley CARES (CDBG-CV: $25,000.00

La información adicional comienza en la diapositiva 11

EQUAL HOUSING OPPORTUNITY

“CDBG” Breve Introducción

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Subvención en Bloque para el Desarrollo de la Comunidad (CDBG) – Administrado por el Departamento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD).
- Adjudicada a gobiernos locales y estatales en base a fórmula.

- Se requiere que la Ciudad de Newburgh prepare y presente un Plan General que establezca metas para el uso de los fondos CDBG. Siendo el más reciente Plan General de la Ciudad de Newburgh: Año Fiscal 2015-2019.

- Los proyectos DEBEN estar de acuerdo con las prioridades nacionales del CDBG:
  - Actividades que beneficien a personas de bajos-o-moderados ingresos;
  - La prevención o eliminación of barriadas precarias o barrios arruinados; o
  - El desarrollo de actividades que aborden amenazas urgentes a la salud o la seguridad.

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Metas para el Desarrollo Comunitario de la Ciudad de Newburgh

- Desarrollo Económico sin Desplazamiento.
- Mejorar la comunicación y extensión comunitaria.
- Apoyar un ambiente que valorice la diversidad, recompense la independencia, alimente la creatividad, y nos reúna a todos.

El éxito de la construcción de una comunidad requiere reestablecer la confianza; lo que lleva tiempo, paciencia, comunicación y la inclusión de todos.

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Descripción de Proyectos CDBG de la Ciudad de Newburgh:

- Administrar los bienes de propiedad-de-la-ciudad a través del programa que está en-efecto (*in rem*).
- Proveer acceso a parques, senderos y actividades saludables realizadas en la naturaleza.
- Reinvertir de modo beneficioso en nuestra comunidad y nuestra infraestructura.
- Proveer actividades de servicio público para responder a las necesidades de la comunidad.

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Año Fiscal 2019: Proyectos del Plan Anual de Acción actualizados con la Adjudicación Especial de la Ley CARES COVID-19

5.º Año del Plan de 5 Años
2015 - 2019

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Fondos de *Entitlement* del Año Fiscal 2019 + Enmiendas a Financiación/Proyectos de CDBG por Ley CARES

Nombre del Proyecto	Descripción	Fondos Proyectos Año Fiscal 2019 – Financiación Anual del *Entitlement* (CDBG-EN)	1.º Ronda de Adjudicación de Fondos, Ley CARES (CDBG-CV)	3.ª Ronda de Adjudicación de Fondos de Proyectos, Ley CARES (CDBG-CV3)	Adjudicación de Fondos de Proyectos de Año-Fiscal-2019 EN + Ley CARES (CDBG-CV)
En-Efecto Programa de Propiedades	Salarios de 3 empleados a-tiempo-completo, En-Efecto Aprovisionamiento a Propietarios, Entrenamiento En-Efecto	$215,000.00			$215,000.00
Programa de Calles Completas	Aceras, Mejoramiento de fachadas de negocios, infraestructura	$225,000.00			$225,000.00
	Ley CARES (CDBG-CV): Evaluación de la Infraestructura para el Acceso a Internet en la Ciudad de Newburgh para satisfacer la falta de conectividad debida al COVID-19			**$30,000.00**	$30,000.00
Mejoramiento de Parques	Mejoramiento de Parques	$190,786.00			$190,786.00
Acuerdos de Vigilancia Comunitaria/Servicios a Barrios	Iniciativas de Vigilancia Comunitaria y de Barrios. 2018 -Salida Nocturna Nacional, 2019-Festival de Verano de Cine Infantil	$18,000.00			$18,000.00
	Ley CARES (CDBG-CV): Servicio Público: Provee equipamientos, suministros y materiales necesarios para llevar a cabo servicios públicos; Entregar comidas a domicilio (*meals on weels*) a individuos en cuarentena o individuos que necesiten mantener distancia social debido a sus vulnerabilidades médicas. (Newburgh Armory Unity Center, NUFFI, RECAP, Catholic Charities)		$50,000.00	**$115,000.00**	$165,000.00
	Ley CARES (CDBG-CV): Servicio Público: Programa de Servicio Público para proveer pagos de ingresos de emergencia (alquiler), para cubrir el alquiler, debido a la falta de ingresos como resultado directo de la crisis del COVID-19. (Catholic Charities)		$413,511.00	**$10,000.00**	$423,511.00
	Ley CARES (CDBG-CV): Servicios en los Barrios de Programas y Materiales necesarios para llevar a cabo actividades sociales con distancia (ej. Incluye Acción de Gracias, Navidad/Jánuca, Año Nuevo, Actividades Invernales con Distancia Social, PPE) (Ciudad de Newburgh)			**$155,023.00**	$155,023.00
	Ley CARES (CDBG-CV): Servicios de Cuidados Infantiles (Jewish Community Center)			**$35,000.00**	$35,000.00
Programa de Recursos de Asistencia a Propietarios de Hogar	Programa para proveer recursos de asistencia a propietarios de hogar	$60,000.00			$60,000.00
Administración	Costes: Administración de Programa, Salarios y Beneficios del Personal, Operativos (correo), Entrenamiento/Conferencias	$130,000.00			$130,000.00
	Ley CARES (CDBG-CV): Fondos de Administración de Programa CDBG-CV. Incluye costes de administración de programa, como ser, noticias públicas, traducción de lenguaje, correo, salario, reuniones/entrenamiento. Monitoreo de los Sub-recipientes		$50,000.00	**$25,000.00**	$75,000.00
	Total	$838,786.00	$513,511.00	**$370,023.00**	$1,722,320.00

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Agregado a través de (Nueva) Enmienda Sustancial
Proyecto: Calles Completas/Infraestructura – Ley CARES (CDBG-CV)
Presupuesto previo: $0.00
***Adjudicación de Nuevo Presupuesto: $30,000.00**
Nuevo Presupuesto Total: $30,000.00

Sumario: Realizar evaluación de la Infraestructura de Acceso a Internet en la Ciudad de Newburgh, para solucionar la falta de conectividad debido a las restricciones producidas por COVID 19 .

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Agregado a través de (Nueva) Enmienda Sustancial
Proyecto: Servicio Público, Servicio de Emergencia Alimentaria – Ley CARES (CDBG-CV)
Presupuesto Previo: $50,000.00
***Adjudicación de Nuevo Presupuesto: $115,000.00**
Nuevo Presupuesto Total: $165,000.00

Sumario: Provee equipamiento, suministros y materiales necesarios para llevar a cabo este servicio público; Entrega de comidas a domicilio (*meals on weels*) a los individuos que estén en cuarentena o que necesiten mantener distancia social debido a su vulnerabilidad médica.

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Agregado a través de (Nueva) Enmienda Sustancial
Proyecto: Servicio Público, Pago de Ingresos de Emergencia (Alquiler, Pago de Servicios) – Ley CARES (CDBG-CV)
Presupuesto Previo: $413,511.00
***Adjudicación de Nuevo Presupuesto: $10,000.00**
Nuevo Presupuesto Total: $423,511.00

Sumario: El programa de Servicios Públicos provee pagos de ingresos de emergencia para cubrir el alquiler, el pago de los servicios, como ser, electricidad, gas. etc., debido a la falta de ingresos producida como resultado directo de la crisis provocada por COVID-19*.

* Los pagos se realizan directamente al proveedor de servicios

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Agregado a través de (Nueva) Enmienda Sustancial
Proyecto: Servicio Público, Servicios en los Barrios – Ley CARES (CDBG-CV)
Presupuesto Previo: $0.00
***Adjudicación de Nuevo Presupuesto: $155,023.00**
Nuevo Presupuesto Total: $155,023.00

Sumario: Programa de Servicio Público para proveer programas sociales con distancia y los materiales necesarios para llevar a cabo actividades sociales con distancia (ej. Día de Acción de Gracias, Navidad/Jánuca, Año Nuevo, Actividades Invernales, Equipo de Protección Personal (PPE))

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Agregado a través de (Nueva) Enmienda Sustancial
Proyecto: Servicio Público, Servicios de Cuidado Infantil – Ley CARES (CDBG-CV)
Presupuesto Previo: $0.00
***Adjudicación de Nuevo Presupuesto: $35,000.00**
Nuevo Presupuesto Total: $35,000.00

Sumario: Programa de Servicio Público para proveer servicios temporarios de cuidado infantil debido al Coronavirus.

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Agregado a través de (Nueva) Enmienda Sustancial
Proyecto: Administración – Ley CARES (CDBG-CV)
Presupuesto Previo: $50,000.00
***Nueva Adjudicación de Presupuesto: $25,000.00**
Presupuesto: $75,000.00

Sumario: Financiación del Programa de Administración de Fondos del CDBG-CV. Incluye costes de administración del programa, como ser, noticias públicas, traducción de lenguaje, correo, salarios, reuniones/entrenamiento.

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Proyecto: Programa de Propiedades En-Efecto
Presupuesto: $215,000.00

Sumario: Continuar la financiación de los programas En-Efecto, incluyendo los salarios de 3 empleados a-tiempo-completo (2 empleados DPW y un Especialista en Desarrollo Económico); materiales En-Efecto para el programa de propiedades, como ser, pintura, madera contrachapada; Entrenamiento En-Efecto.

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Destacados del Programa de Propiedades En-Efecto

- Dotación de personal: 2 empleados a-tiempo-completo del Departamento de Obras Públicas y 1 empleado del Departamento de Planeamiento y Desarrollo dedicados al programa que está en-efecto.

- Provisión de mantenimiento y seguridad a las propiedades vacantes. Mantiene la habitabilidad de las propiedades, conserva el buen aspecto de los barrios y mantiene/incrementa el valor de las propiedades.

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Proyecto: Proyecto Calles Completas
Presupuesto: $225,000.00

Sumario: Financiación para apoyar los siguientes proyectos de Calles Completas:

- Aceras
- Mejoramiento de fachadas (incluyendo carteles de tiendas)
- Infraestructura

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Proyecto: Mejoramiento de Parques
Presupuesto: $200,000.00

Sumario: Financiación para apoyar el mejoramiento de los parques de la Ciudad de Newburgh. Los proyectos incluyen el apoyo al nuevo Parque South Street.

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Proyecto: Vigilancia Comunitaria/Servicios a los barrios
Presupuesto: $18,000.00

Sumario: Financiación para apoyar:

- 2019 Salida Nocturna Nacional

- 2019 Festival de Verano de Cine Infantil

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Proyecto: Recursos de Asistencia al Propietario
Presupuesto: $60,000.00

- Sumario: Financiación para apoyar al programa de asistencia al propietario de bajos-ingresos. Incluye reparaciones y otra clase de asistencia, como ser, consejería financiera/presupuesto.

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Proyecto: Administración
Financiación del Proyecto: $130,000.00

Sumario: La financiación incluye el salario y beneficios del Director de Desarrollo Comunitario, Correo de Administración, Suministros y Administración del Programa/Entrenamiento/Conferencia.

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Año Fiscal 2019 CDBG-CV - Línea del Tiempo de los Proyectos (Nueva Adjudicación CDBG-CV3)

Diciembre 2020	Diciembre 2020	Enero 2021	2021 – Fines 1º Trimestre, Comien-zo 2º Trimestre
Celebración de Audiencia Pública	Período de 5-Días de Comentarios Públicos	Resolución del Ayuntamiento	CDBG-CV fondos depositados en Línea de Crédito

Año Fiscal 2019 CDBG-CV LÍNEA DEL TIEMPO DE LOS PROYECTOS

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Año Fiscal 2019 CDBG - Línea del Tiempo de los Proyectos

10/2018	11/2018	11/2018	2.º Trimestre de 2019
Apertura del Período de 30-Días de Comentarios Públicos	Audiencia Pública/Cierre del Período de 30-Días de Comentarios Públicos	Ingreso del Año Fiscal 2019 en el Sistema del HUD (IDIS)	Recepción de Fondos Correspondientes adjudicados por el HUD

Año Fiscal 2019 - SUBVENCIÓN EN BLOQUE PARA EL DESARROLLO DE LA COMUNIDAD (CDBG) – LÍNEA DEL TIEMPO DE LOS PROYECTOS

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Project Name	Description	Project Funding FY2019 Annual Entitlement (CDBG-EN) Funding	Project Funding 1st Round CARES Act (CDBG-CV) Allocation	Project Funding 3rd Round CARES Act (CDBG-CV3) Allocation	Project Funding FY2019 EN + CARES Act (CDBG-CV) Allocations
In Rem Property Program	Salaries for 3 fulltime employees, In Rem Property Supplies, In Rem Training	$215,000.00			$215,000.00
Complete Streets Program	Sidewalks, Business Façade Improvements, Infrastructure	$225,000.00			$225,000.00
	CARES Act (CDBG-CV): Infrastructure Assessment for Internet Access in the City of Newburgh to meet lack of connectivity due to COVID-19.			**$30,000.00**	$30,000.00
Park Improvements	Park Improvements	$190,786.00			$190,786.00
Community Policing/Neighborhood Services	Community and Neighborhood Police Initiatives, 2018 National Night Out, 2019 Children's Summer Film Festival	$18,000.00			$18,000.00
	CARES Act (CDBG-CV): Public Service: Provide equipment, supplies, and materials necessary to carry-out a public service; Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities. (Newburgh Armory Unity Center, NUFFI, RECAP, Catholic Charities)		$50,000.00	**$115,000.00**	$165,000.00
	CARES Act (CDBG-CV): Public Service: Provide Emergency Income Payments to cover rent and utility payments due to lack of income as a direct result of COVID-19. (Catholic Charities)		$413,511.00	**$10,000.00**	$423,511.00
	CARES Act (CDBG-CV): Neighborhood Service Programming and materials necessary to carry-out socially distant activities (ex. Includes Thanksgiving, Christmas/Hannukah, New Year, Winter Socially Distanced Activities, PPE) (City of Newburgh)			**$155,023.00**	$155,023.00
	CARES Act (CDBG-CV): Child Care Services (Jewish Community Center)			**$35,000.00**	$35,000.00
Homeowner Resource Assistance Program	Program to provide resource assistance to homeowners	$60,000.00			$60,000.00
Administration	Program Administration, Staff Salaries and Benefits, Program Operating Costs (including mailings), Training/Conference	$130,000.00			$130,000.00
	CARES Act (CDBG-CV): Program Administration of CDBG-CV funds. Includes program administration costs such as public notices, language translation, mailing, salary, meetings/training, Subrecipient Monitoring.		$50,000.00	**$25,000.00**	$75,000.00
	Total	$838,786.00	$513,511.00	**$370,023.00**	$1,722,320.00

RESOLUTION NO.: ___7___ - 2021

OF

JANUARY 11, 2021

A RESOLUTION AUTHORIZING A LEASE AMENDMENT WITH REPRESENTATIVE SEAN PATRICK MALONEY FOR A PORTION OF THE SECOND FLOOR OF 123 GRAND STREET FOR A TERM OF TWO YEARS IN THE AMOUNT OF $2,000.00 PER MONTH

WHEREAS, by Resolution No. 12-2013 of January 14, 2013, the City Council of the City of Newburgh authorized the City Manager to execute a lease agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street; and

WHEREAS, by Resolution No. 6-2015 of January 12, 2015, the City Council of the City of Newburgh authorized the City Manager to execute a renewal lease agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street; and

WHEREAS, by Resolution No. 17-2017 of January 9, 2017, the City Council of the City of Newburgh authorized the City Manager to execute a renewal lease agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street; and

WHEREAS, by Resolution No. 31-2019 of February 11, 2019, the City Council of the City of Newburgh authorized the City Manager to execute a renewal lease agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street; and

WHEREAS, Representative Sean Patrick Maloney has expressed an interest in renewing said lease to continue the use of said premises as a Congressional District Office; and

WHEREAS, the renewal term of the lease shall be two years and the rent shall be two thousand ($2,000.00) dollars per month as set forth in the amendment of lease, a copy of which is annexed hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such lease and finds that entering into the same would be in the best interests of the City of Newburgh and the community alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Mayor be and he is hereby authorized to execute the attached lease amendment agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street on the terms and conditions contained in the subject lease.

District Office Lease Amendment – Instructions

NO LEASE AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease Amendment for the 117th Congress may not commence prior to January 3, 2021.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 117th Congress, leases should end on January 2, 2023, not December 31, 2022.

A. Section 1 has three blank lines to be filled in:
   1. the term of the previous lease that is being amended or extended;
   2. street address of office being leased; and
   3. city, state and ZIP where office is being leased.

B. Section 2 requires the new ending date (if the lease is going to be extended), which must be on or before January 2, 2023. If the lease term is not going to be extended, write "N/A" in the space provided.

C. Section 3 requires the monthly rent amount for the extended term, and if any other provision is changed, the blank space beneath Section 3 is provided for any changes or additions. If there are no other changes to your existing lease write "NONE" in the space provided.

D. **The Member/Member-Elect is required to <u>personally</u> sign the documents.**

E. A District Office Lease Attachment for the 117th Congress must accompany this District Office Lease Amendment ("Amendment").

F. **Prior to either party signing an Amendment, the Member/Member-Elect must submit the proposed Amendment, accompanied by a copy of the District Office Lease Attachment for the 117th Congress, to the Administrative Counsel for review and approval.** If the proposed terms and conditions of the Amendment are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the Amendment. Please submit the proposed Amendment and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357).

G. Once signed by both parties, the Amendment and District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-226-0357.

H. If approved, Administrative Counsel will send them to Finance so that payment can begin. If there are errors, you will be contacted and required to correct them before the Amendment is approved.

I. If you have any additional questions about District Office Leases, please contact the Office of the Administrative Counsel by e-mail (leases@mail.house.gov).

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

1. **Prior Lease Term.** The undersigned Landlord ("Lessor") and Member of the U. S. House of Representatives ("Lessee") agree that they previously entered into a District Office Lease ("Lease") (along with the District Office Lease Attachment), which covered the period from 1/3/2019 to 1/2/2021 for the lease of office space located at 123 grand street 2nd floor in the city, state and ZIP of NEWBURGH NY 12550.

2. **Extended Term.** If applicable, the above referenced Lease is extended through and including JAN 2, 2023. (This District Office Lease Amendment ("Amendment") may not provide for an extension beyond January 2, 2023, which is the end of the constitutional term of the 117th Congress.)

3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be 2000. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word "NONE" below].

4. **District Office Lease Attachment for 117th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 117th Congress and the District Office Lease Attachment for the 117th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.

5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

6. **Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[*Signature page follows.*]

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Amendment

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

CITY OF NEWBURGH	SEAN PATRICK MALONEY
Print Name of Lessor/Landlord/Company	*Print Name of Lessee*
By: _____	_____
Lessor Signature	*Lessee Signature*
Name:	
Title:	
_____	12/28/2020
Date	*Date*

This District Office Lease Amendment must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or Amendment submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 117th Congress may not commence prior to January 3, 2021.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 117th Congress, leases should end on January 2, 2023, not December 31, 2022.

A few things to keep in mind:

A. **The Member/Member-Elect is required to <u>personally</u> sign the documents.**

B. **The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), including both the "required amenities" and "optional amenities" portions.**

C. **The Member/Member-Elect must indicate in Section A ("Lease Amenities") whether the proposed leased space will serve as a flagship district office.**

D. **Section B ("Additional Terms and Conditions") of the Attachment <u>SHALL NOT</u> have any provisions deleted or changed.**

E. Even if rent is zero, an Attachment is still required.

F. **Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval.** If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-226-0357).

G. Once signed by both parties, the Lease or Amendment along with the Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form (leases@mail.house.gov) or by fax (202-226-0357).

H. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved by the Administrative Counsel and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.

I. **Lessor shall provide a copy of any <u>assignment</u>, <u>estoppel certificate</u>, <u>notice of a bankruptcy or foreclosure</u>, or <u>notice of a sale or transfer of the leased premises</u> to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).**

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

SECTION A
(Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease and designates whether the leased space will be the Member/Member-Elect's flagship (primary) office. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

☑ * **High-Speed Internet Available Within the Leased Space.**
Please list any internet providers known to provide service to the property:
Spectrum, Verizon Fios

☑ * **Interior Wiring CAT 5e or Better within Leased Space.**

To be completed by the Lessor (optional amenities):

☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

☐ Lockable Space for Networking Equipment.
☐ Telephone Service Available.
☑ Parking. ☑ _____ Assigned Parking Spaces
☐ _____ Unassigned Parking Spaces
☑ General Off-Street Parking on an As-Available Basis
☑ Utilities. Includes: WATER, SEWER, AND ELECTRICITY
☑ Janitorial Services. Frequency: 1X PER WEEK -COMMON AREA INCLUDING KITCHEN
☑ Trash Removal. Frequency: 1x per week - common area including kitchen
☐ Carpet Cleaning. Frequency: _____
☐ Window Washing. ☐ Window Treatments.
☐ Tenant Alterations Included In Rental Rate.
☑ After Hours Building Access.
☐ Office Furnishings. Includes: _____
☐ Cable TV Accessible. If checked, Included in Rental Rate: ○ Yes ○ No
☑ Building Manager. ○ Onsite ◉ On Call Contact Name: George Garrison
Phone Number: 845-565-3297 Email Address: ggarrison@cityofnewburgh-ny.gov

To be completed by the Member/Member-elect (required):

◉ The leased space will serve as my flagship (primary) District Office.
○ The leased space will NOT serve as my flagship (primary) District Office.

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.

District Office Lease Attachment

SECTION B
(Additional Lease Terms)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.

2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.

3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.

4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.

5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.

6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.

7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.

8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 117th Congress, the Lease will be considered null and void.

10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.

12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.

13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

District Office Lease Attachment

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.

16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.

18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.

19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.

20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.

21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.

22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.

23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.

24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.

26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).

27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

	SEAN PATRICK MALONEY
Print Name of Lessor/Landlord	*Print Name of Lessee*
By: _____	_____
Lessor Signature	*Lessee Signature*
Name:	
Title:	
_____	12/28/20
Date	*Date*

From the Member's Office, who is the point of contact for questions?
Name_____ Phone (_____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20_____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.

U.S. House of Representatives

Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

INSTRUCTIONS

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. Please complete all sections below, sign and return via the email or fax number listed.

RETURN FORM TO: vendorEFT@mail.house.gov **FAX NUMBER:** (202) 225-6914

SECTION I UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION

ADDRESS: US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL HOUSE OFFICE BUILDING, WASHINGTON DC 20515

AGENCY IDENTIFIER: **53-6002523** AGENCY LOCATION CODE **4832** TELEPHONE NUMBER **(202) 226-2277**

SECTION II PAYEE/COMPANY INFORMATION

NAME AS SHOWN ON YOUR INCOME TAX RETURN

BUSINESS NAME/DISREGARDED ENTITY NAME OR DBA, **IF DIFFERENT THAN NAME ON YOUR INCOME TAX RETURN**

ADDRESS/CITY/STATE/ZIP

Enter the correct Tax Identification Number type

SOCIAL SECURITY NUMBER (SSN) ☐☐☐-☐☐-☐☐☐☐ or EMPLOYER TAX ID NUMBER (EIN) ☐☐-☐☐☐☐☐☐☐

CONTACT PERSON NAME

PURCHASE ORDER ADDRESS/CITY/STATE/ZIP

EMAIL

PO EMAIL

TELEPHONE NUMBER | **FAX NUMBER**

TELEPHONE NUMBER | **FAX NUMBER**

REMIT TO ADDRESS

CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required)

☐ **Individual/Sole Proprietor or Single Member LLC** ☐ **C Corporation** ☐ **S Corporation** ☐ **Partnership** ☐ **Trust/Estate**

Limited Liability Company. Check the tax classification: ☐ C corporation ☐ S corporation ☐ Partnership

Note. For a*single-member LLC* that is disregarded, check the appropriate box for the tax classification of the single-member owner.

Government Entity. Check the tax classification: ☐ Federal ☐ State ☐ Local

☐ **Other** _____

Exemptions (codes apply only to certain entities, not individuals):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

SECTION III FINANCIAL INSTITUTION INFORMATION *U.S.)*

BANK NAME | **TELEPHONE NUMBER**

NINE-DIGIT ROUTING TRANSIT NUMBER

DEPOSITOR ACCOUNT TITLE

DEPOSITOR ACCOUNT NUMBER | LOCKBOX NUMBER

TYPE OF ACCOUNT ○ CHECKING ○ SAVINGS ○ LOCKBOX

SECTION IV SOCIO-ECONOMIC INFORMATION

Type of Business ○ *Large Business-No Socio-Economic Designations* ○ *Minority* ○ *SmBusiness* ○ *Sm-Disadv/Minority* ○ *Sm-Disadv Only* ○ *SmMin Only*

Sm-Disadvantaged Business Prog ○ 8 (a) Firm ○ **HUBZone Program** ○ *HUBZone Eligible* ○ ***Emerging Small Business*** ○ ***Women-Owned Business***

Other Preference Programs ○ Buy Indian ○ *Directed to JWOD Non-Profit* ○ *No Preference/Not Listed* ○ *Small Business Set-Aside* ○ *Very Small Business Set-Aside*

Veteran Owned Status ○ *Non-Vet Owned SmBus* ○ *Other Vet Owned SmBus* ○ *Serv-Disabled Vet Other Bus* ○ *Serv-Disabled Vet Owned SB* ○ *Vet-Owned Other Bus*

Size of Business: ○ *(A) 50 or less* ○ *(B) 51-100* ○ *(C) 101-250* ○ *(D) 251-500* ○ *(E) 501-750* ○ *(F) 751-1,000* ○ *(G) Over 1,000* ○ *(M) 1 million or less* ○ *(N) 1.1-2 million* ○ *(P) 2.1-3.5 million* ○ *(R) 3.1-5 million* ○ *(S) 5.1-10 million* ○ *(T)10.1-17 million* ○ *(Z)Over 17 million*

SECTION V CERTIFICATION OF DATA BY PAYEE/COMPANY

NAME | TITLE/POSITION

SIGNATURE | DATE | TELE

Instructions for Completing
U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

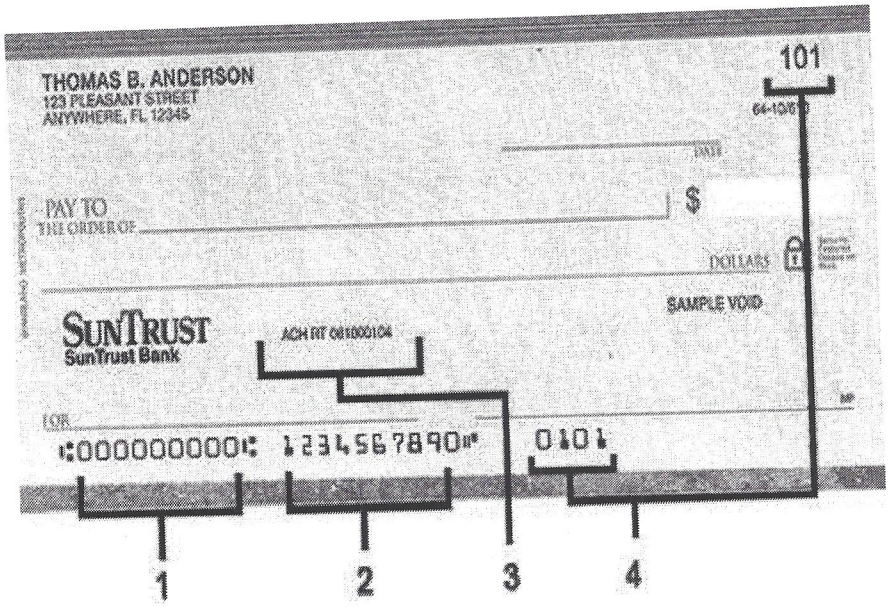
Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

ACH Account Information Located on a Check or Deposit Ticket

FINANCIAL INSTITUTION NAME	name of the financial institution to which the payments are to be directed
ROUTING TRANSIT NUMBER (RTN)	financial institution's 9 digit routing transit number; *found on the bottom of a check or deposit ticket or from your Financial Institution*
ACCOUNT TITLE	employee's or vendor's name on the account
ACCOUNT NUMBER	account number at the financial institution



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with ***SunTrust Bank***.
4. Check number – This information is not necessary - do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at http://www.sba.gov/.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

RESOLUTION NO.: 31 - 2019

OF

FEBRUARY 11, 2019

A RESOLUTION AUTHORIZING A LEASE AMENDMENT WITH REPRESENTATIVE SEAN PATRICK MALONEY FOR A PORTION OF THE SECOND FLOOR OF 123 GRAND STREET FOR A TERM OF TWO YEARS IN THE AMOUNT OF $2,000.00 PER MONTH

WHEREAS, by Resolution No. 12-2013 of January 14, 2013, the City Council of the City of Newburgh authorized the City Manager to execute a lease agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street; and

WHEREAS, by Resolution No. 6-2015 of January 12, 2015, the City Council of the City of Newburgh authorized the City Manager to execute a renewal lease agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street; and

WHEREAS, by Resolution No. 17-2017 of January 9, 2017, the City Council of the City of Newburgh authorized the City Manager to execute a renewal lease agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street; and

WHEREAS, Representative Sean Patrick Maloney has expressed an interest in renewing said lease to continue the use of said premises as a Congressional District Office; and

WHEREAS, the renewal term of the lease shall be two years and the rent shall be two thousand ($2,000.00) dollars per month as set forth in the amendment of lease, a copy of which is annexed hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such lease and finds that entering into the same would be in the best interests of the City of Newburgh and the community alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Mayor be and he is hereby authorized to execute the attached lease amendment agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street on the terms and conditions contained in the subject lease.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 2/11/19 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 13 day of Feb. 2019

City Clerk

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

1. **Prior Lease Term.** The undersigned Landlord ("Lessor") and Member of the U. S. House of Representatives ("Lessee") agree that they previously entered into a District Office Lease ("Lease") (along with the District Office Lease Attachment), which covered the period from 1/3/2017 to 1/2/2019 for the lease of office space located at 123 Grand Street, 2nd Floor in the city, state and ZIP of Newburgh, NY 12550.

2. **Extended Term.** If applicable, the above referenced Lease is extended through and including January 2, 20 21. (This District Office Lease Amendment ("Amendment") may not provide for an extension beyond January 2, 2021, which is the end of the constitutional term of the 116th Congress.)

3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be $2,000.00. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word "NONE" below].

   NONE

4. **District Office Lease Attachment for 116th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 116th Congress and the District Office Lease Attachment for the 116th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.

5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

6. **Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[*Signature page follows.*]

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Amendment

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

City of Newburgh	Sean Patrick Maloney
Print Name of Lessor/Landlord/Company	*Print Name of Lessee*
By: _____	_____
Lessor Signature	*Lessee Signature*
Name: Torrance R. Harvey	
Title: Mayor	
2/15/19	
Date	*Date*

This District Office Lease Amendment must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 116th Congress may not commence prior to January 3, 2019.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 116th Congress, leases should end on January 2, 2021, not December 31, 2020.

A few things to keep in mind:

A. **The Member/Member-Elect is required to <u>personally</u> sign the documents.**

B. **The Member/Member-Elect must indicate in Section A ("Lease Amenities") of the Attachment whether the proposed leased space will serve as a flagship district office.**

C. **The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), unless the checkbox at the top of the amenities checklist is marked to indicate that amenities are listed elsewhere in the Lease.**

D. Broadband/cable availability can be checked by entering the address of the proposed leased space at https://broadbandmap.fcc.gov. **The Member/Member-Elect should still confirm broadband/cable status directly with the Lessor.**

E. **Section B ("Additional Terms and Conditions") of the Attachment <u>SHALL NOT</u> have any provisions deleted or changed.**

F. Even if rent is zero, an Attachment is still required.

G. **Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval.** If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).

H. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form (leases@mail.house.gov) or faxed to (202-225-6999).

I. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.

J. **Lessor shall provide a copy of any <u>assignment</u>, <u>estoppel certificate</u>, <u>notice of a bankruptcy or foreclosure</u>, or <u>notice of a sale or transfer of the leased premises</u> to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).**

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

SECTION A
(Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

☐ The leased space will serve as my flagship (primary) District Office.
☐ The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
(*Items marked with an asterisk and in bold are* ***required*** *for ALL district offices for the 116th Congress.*)

☑ * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
(*Check broadband status by entering the leased space address at https://broadbandmap.fcc.gov. The parties should also directly discuss broadband status.*)
☑ * **Interior Wiring CAT 5e or Better within Leased Space.**
☐ Lockable Space for Networking Equipment.
☑ Telephone Service Available.
☑ Parking. ☑ _____ Assigned Parking Spaces
☐ _____ Unassigned Parking Spaces
☑ General Off-Street Parking on an As-Available Basis
☑ Utilities. Includes: water,sewer, and electricity
☑ Janitorial Services. Frequency: 1x per week - common area including kitchen
☑ Trash Removal. Frequency: 1x per week - common area including kitchen
☐ Carpet Cleaning. Frequency: _____
☐ Window Washing. ☐ Window Treatments.
☐ Tenant Alterations Included In Rental Rate.
☑ After Hours Building Access.
☐ Office Furnishings. Includes: _____
☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No
☑ Building Manager. ☐ Onsite ☑ On Call Contact Name: George Garrison
Phone Number: (845) 565-3297 Email Address: ggarrison@cityofnewburgh-ny.gov

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

District Office Lease Attachment

SECTION B
(Additional Terms and Conditions)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.

2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.

3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.

4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.

5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.

6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.

7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.

8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 116th Congress, the Lease will be considered null and void.

10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.

12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.

13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

District Office Lease Attachment

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.

16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.

18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.

19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.

20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.

21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.

22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.

23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.

24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.

26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).

27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

City of Newburgh	Sean Patrick Maloney
Print Name of Lessor/Landlord	*Print Name of Lessee*
By: _____	_____
Lessor Signature	*Lessee Signature*
Name: Torrance R. Harvey	
Title: Mayor	
2/15/19	
Date	*Date*

From the Member's Office, who is the point of contact for questions?
Name_____ Phone (____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20_____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building; Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

Print Form

RESOLUTION NO.: __8____ - 2021

OF

JANUARY 11, 2021

RESOLUTION SCHEDULING A PUBLIC HEARING FOR JANUARY 25, 2021 TO HEAR PUBLIC COMMENT CONCERNING THE CITY OF NEWBURGH POLICE REFORM & REINVENTION COLLABORATIVE PLAN

WHEREAS, by Executive Order 203, Governor Andrew M. Cuomo has required each local government entity which has a police agency operating with police officers as defined under 1.20 of the criminal procedure law to perform a comprehensive review of current police force deployments, strategies, policies, procedures, and practices, and develop a plan to improve such deployments, strategies, policies, procedures, and practices, for the purposes of addressing the particular needs of the communities served by such police agency and promote community engagement to foster trust, fairness, and legitimacy, and to address any racial bias and disproportionate policing of communities of color; and

WHEREAS, the City of Newburgh has commenced a comprehensive review of current police force deployments, strategies, policies, procedures, and practices in order to develop a plan to improve such deployments, strategies, policies, procedures, and practices; and

WHEREAS, and the comprehensive review requires consulting with community residents and stakeholders in developing its plan;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "The City of Newburgh Police Reform & Reinvention Collaborative Plan"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 25th day of January, 2021; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not be meeting in-person. In accordance with the Governor's Executive Order 202.1, as amended, the January 25, 2021 City Council meeting will be held via videoconferencing, and a transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on the proposed City of Newburgh Police Reform & Reinvention Collaborative Plan follows:

To view the livestream of the City Council Work Session and Meeting visit: https://www.cityofnewburgh-ny.gov/live-video-streaming.

To access the City Council Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App:
https://zoom.us/webinar/register/WN_UqBfgbctRbOGBe0K3U2ngA. Please note that there is an underscore between the "N" and "U").

To register in advance for this webinar in order to provide comments during the hearing: https://zoom.us/webinar/register/WN_UqBfgbctRbOGBe0K3U2ngA. Please note that there is an underscore between the "N" and "U"). Fill out the required information (First Name, Last Name, E-mail Address and check appropriate box to comment during the public hearing). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 4:00 p.m. on Monday, January 25, 2021. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

RESOLUTION NO.: 9 - 2021

OF

JANUARY 11, 2021

A RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE AND ENFORCING OFFICER TO ACCEPT PAYMENT IN FULL ON *IN REM* PROPERTIES SUBJECT TO REAL PROPERTY TAX FORECLOSURE LITIGATION PENDING IN ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. 2017-9726 THROUGH APRIL 30, 2021

WHEREAS, the City of Newburgh annually acquires title to several properties by foreclosure for unpaid taxes or other charges, pursuant to Article 11, Title 3, of the Real Property Tax Law of the State of New York; and

WHEREAS, City of Newburgh filed its motion for default judgment (Orange County Supreme Court Index No. 2017-9726) for the foreclosure of taxes, pursuant to Article 11, Title 3, of the Real Property Tax Law of the State of New York, with said motion still pending before, and being reviewed by, the Orange County Supreme Court; and

WHEREAS, on December 28, 2020, Governor Andrew Cuomo signed into effect a law that, among other things, allows certain property owners affected by the COVID-19 pandemic to file for a stay of tax foreclosure proceedings under certain circumstances through May 1, 2020; and

WHEREAS, in light of the legislation signed by Governor Cuomo, and in light of circumstances caused by the COVID-19 pandemic generally, the City Council believes the best course of action is to permit property owners subject to the City of Newburgh's tax foreclosure proceeding bearing Index No. 2017-9726 to pay all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open school taxes, water charges and sewer charges in full, by no later than April 30, 2021; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that that the Director of Finance and Enforcing Officer be and he is hereby authorized to withdraw the liens on any properties subject to the City of Newburgh's tax foreclosure proceeding bearing Index No. 2017-9726, provided those property owners pay all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open school taxes, water charges and sewer charges in full and in the form of bank check or certified funds by no later than April 30, 2021.

RESOLUTION NO.: ___10___-2021

OF

JANUARY 11, 2021

A RESOLUTION AMENDING THE 2021 PERSONNEL ANALYSIS BOOK TO DELETE ACCOUNTANT AND ADD ONE ASSISTANT COMPTROLLER IN THE FINANCE DEPARTMENT

WHEREAS, the 2021 Personnel Analysis Book included one Accountant position in the Finance Department; and

WHEREAS, the Director of Finance proposes to delete the Accountant position and add an Assistant Comptroller to improve the efficiency of the Finance Department; and

WHEREAS, the change in the job titles of such positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2021;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2021 be amended to delete the Accountant position and add an Assistant Comptroller in the Finance Department.