

**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
SEPTEMBER 6, 2022**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL (COUNCIL CLERK)
3. APPROVAL OF MINUTES August 1, 2022
4. CORRESPONDENCE, COMMUNICATION AND REPORTS (COUNCIL CLERK)
5. FOR THE GOOD OF THE CITY (PUBLIC PARTICIPATION)
6. REMARKS OF THE MAYOR
7. REMARKS OF DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES Local Law #6 Of 2022
A Local Law Updating The Commissioner
Of Assessment Charter Provisions
9. PETITIONS AND COMPLAINTS (NOTHING THIS EVENING)
10. REMARKS OF THE ALDERMAN AND REPORTS OF COMMITTEES
11. UNFINISHED BUSINESS (NOTHING THIS EVENING)
12. NEW BUSINESS (RESOLUTIONS)
 - Resolution to accept a \$14,400 Grant from the New York State Governor's Traffic Safety Committee
 - Resolution authorizing a \$3000 budget transfer for the purchase of Chlorine
 - Resolution accepting a \$477.50 donation from United Way of Dutchess-Orange Region for Cops and Kids Field Day
 - Resolution accepting a \$500 donation from the Orange County Runners Club
 - Resolution authorizing a \$106,473.50 budget transfer for Parking Lot Paving
 - Resolution authorizing a \$10,000 budget transfer Overtime at the Waste Water Treatment Plant
 - Resolution approving a \$29,000 letter of credit from Highrose Ridge
 - Resolution authorizing a \$5000 budget transfer for Alderman's Salary
 - Resolution Authorizing An Agreement With Permittum To Provide An Online Application For Vital Records Requests
 - Resolution authorizing an a Grant Application with Dormitory Authority of the State of New York
 - Resolution Confirming the Mayor's Appointment of Rosa Tumminia as Deputy City Treasurer



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- Resolution authorizing a \$10,000 budget transfer for title lien searches
- Resolution authorizing a contract amendment for Jacob Tawil
- Resolution To Close Phillips Street from 210-224 On Saturday, September 17, 2022 From 3:00PM To 10:00PM For A Block Party
- Resolution approving a Settlement Agreement in the case of Pennymac Loan Services, LLC v. Common Council of the City of Middletown, et al, Orange County Index # EF000170-2021
- SEQRA Notice Lead Agency Designation and Determination of Significance for Raw Water Replacement – Phase 1 – Kinch Pond to Shawangunk Reservoir
- A Resolution Authorizing an amendment to the City Code to place a Handicapped Parking Spot on Houston Avenue

13. LOCAL LAWS

(NOTHING THIS EVENING)

14. AUDIT OF CLAIMS AND ACCOUNTS

(FINANCE COMMITTEE CHAIR)

15. ADJOURNMENT





COMMON COUNCIL Meeting
CITY OF MIDDLETOWN
August 1, 2022
City Hall
16 James Street
Middletown, New York 10940

PRESENT:

J. Miguel Rodrigues, President
Ald. Jude Jean-Francois
Ald. Paul Johnson
Ald. Gerald Kleiner
Ald. Joseph Masi
Ald. Kate Ramkissoo
Ald. Sparrow Tobin
Ald. Kevin Witt

ALSO PRESENT:

Richard McCormack, Clerk
Joseph M. DeStefano, Mayor

*Proceedings electronically recorded.
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1. Pledge of Allegiance

(Pledge of Allegiance.)

2. Roll Call

PRESIDENT RODRIGUES: Roll.

MR. MCCORMACK: Alderman Tobin.

ALD. TOBIN: Here.

MR. MCCORMACK: Alderman Jean-Francois.

ALD. JEAN-FRANCOIS: Here.

MR. MCCORMACK: Alderman Johnson.

ALD. JOHNSON: Here.

MR. MCCORMACK: Alderwoman Ramkissoo.

ALD. RAMKISSOON: Here.

MR. MCCORMACK: Alderman Kleiner.

ALD. KLEINER: Here.

MR. MCCORMACK: Alderman Green.

PRESIDENT RODRIGUES: Absent.

MR. MCCORMACK: Alderman Witt.

ALD. WITT: Here.

MR. MCCORMACK: Alderman Masi.

ALD. MASI: Here.

MR. MCCORMACK: President Rodrigues.

PRESIDENT RODRIGUES: Here.

MR. MCCORMACK: A quorum is present.

3. Approval of Minutes

PRESIDENT RODRIGUES: Approval of minutes.

MR. MCCORMACK: June 21st and July 5th, 2022.

ALD. MASI: So moved.

PRESIDENT RODRIGUES: Masi, seconded by Alderman Witt.

All in favor?

(Chorus of aye.)

4. Correspondence, Communications, and Reports

PRESIDENT RODRIGUES: Correspondence.

MR. MCCORMACK: We have an Ag and Market Report for the
Municipal Shelter inspection from July 8th, 2022.

PRESIDENT RODRIGUES: Received and filed.

MR. MCCORMACK: That's it.

5. For the Good of the City

PRESIDENT RODRIGUES: Okay, for the Good of the City. Anyone
who would like to address the Council, please step forward.

Anyone who would like to address the Council, you can step forward.

MS. GILL: Good evening, folks. I don't know.

My name is Tawana Gill. We --

PRESIDENT RODRIGUES: Just go closer to the mic.

MS. GILL: My name is Tawana Gill. I reside at 18 Gavin Avenue.

We purchased the property in 2007, my husband and I, and two months
ago, a surveyor came and was surveying the property and said that someone is purchasing

the lot next to us, which will be 16 Gavin.

When we purchased the property, we was advised from the lawyer -- and the mortgage person, the lawyer, everybody said nobody will buy next to us.

So, when my husband said they wanted to put like a stake into the driveway, so ten feet of our property is onto the new owner's lot, of which we didn't know. So, we have a boat and a shed and so they was like well, we could probably share the driveway.

So, I requested a FOIL and they said well no permits have been addressed or anything. So, we don't know what's going on or what to do. And then our neighbor said why wasn't we given the opportunity to even say yay or nay if we want to purchase the property. And there was no sign that says lot for sale or -- it was, when I called the town, they said it was an estate sale. We didn't know anything about it.

So, we don't know how to proceed forward. And then when the -- I guess the builder came, they wasn't approachable. You know we was asking like what's going on, rightfully so, but oh, you will know in three to four months because that's when we going to start building. And that's what we know.

PRESIDENT RODRIGUES: Okay. Estate sale is not the city's property. That's a private sale of the property.

MS. GILL: Okay.

PRESIDENT RODRIGUES: We can have Mr. Twill, behind you, he's the Commissioner of DPW --

MS. GILL: Okay.

PRESIDENT RODRIGUES: We can check it out and see if they are in

compliance, if they have the permits and everything else.

MS. GILL: Okay.

Another question. How do we know about these meetings? Because I've been here since 2007 --

PRESIDENT RODRIGUES: Our council meetings?

MS. GILL: -- and both my husband and me both retired and I never knew of anything.

PRESIDENT RODRIGUES: We post them on the website. We post them on Facebook. We post them on everything else.

MS. GILL: We don't have no desire to go -- we mind our business.

PRESIDENT RODRIGUES: And you can always call our office, the City Clerk's Office.

MS. GILL: I did. We did call. I did call the office and then, that's why I'm here because we was getting like the run around as to what was going on. But I will sit and see what this meeting is about.

PRESIDENT RODRIGUES: Okay.

MS. GILL: All right. Thank you.

PRESIDENT RODRIGUES: Thank you.

MAYOR DESTEFANO: Just to remind you, we rarely do Monday. She might be confused because --

PRESIDENT RODRIGUES: Yes, we usually do meetings on Tuesday.

MS. GILL: Oh, Tuesdays?

PRESIDENT RODRIGUES: Yup.

MS. GILL: Every Tuesday?

PRESIDENT RODRIGUES: No, first Tuesday and --

MAYOR DESTEFANO: First and third Tuesdays.

PRESIDENT RODRIGUES: Anyone else who would like to address the council?

All right.

MR. MCCORMACK: Anyone online?

PRESIDENT RODRIGUES: No.

6. Remarks of the Mayor

PRESIDENT RODRIGUES: Reports of the Mayor.

MAYOR DESTEFANO: Yeah, I just looked up the property online; 16 Gavin is a vacant lot but it's privately held. So, we wouldn't be able to give notice on a private sale.

But it's a 50 by 100 lot. So, it's probably a buildable lot because it's a preexisting -- meets the neighborhood conditions but Jacob, you can check for any city utility that would be underneath it, possibly.

But the City didn't sell the lot. It was a private sale, it looks like.

But just for information, if the City owns a property and we sell it, we contact the owner on each side before we sell it, as a matter of courtesy to see if they would be interested in the property. But in this case, we don't own it. It's owned by an LLC somewhere but we'll further look into the matter for you.

Tomorrow night is Night Out Against Crime and that's why we're here on a Monday instead of a Tuesday. It's National Night Out at 6:00 to 8:00 at Thrall Park and

we hope the majority of the councilmembers, if not all of them, will be able to attend. It will be at Thrall Park and there will be a lot of festivities for young people in the community. So, we hope you come out.

Also, we have a resolution tonight to authorize the demolition of three city-owned properties; one is 99 East Avenue, one is 404 North, and the other is 26-28 Mills Street rear. And what we do with -- we take back city-owned property -- or take back property on tax sale. Since we initiated the homebuyer program, we are, I believe, on our 15th home of renovating.

So, Community Development does an evaluation of whether the home can be renovated for a reasonable amount of money and then we put it into our homebuyer program.

These three properties have been deemed not re-habitable for the purposes of selling them because the cost to rehab them would exceed, far exceed, the market value for selling the home. Even with the grant money, it would be unaffordable.

So, the three houses have been designated for demolition, with your authorization. We will look at 99 East; probably the proposal would be to maintain it as parking for -- there is some activity in that area with the playground, city-owned playground at Beattie Hill and also the church next door.

26-28 Mills rear, it's a pretty large sized piece of property and narrow on Mill Street but it opens up going towards the rail trail. So, we would probably maintain that property, since it's contiguous to the rail trail and make it part of our rail trail system.

And the last one was -- what did I say, 99 East -- 404 North is also in very bad shape but not a buildable lot.

So, those three properties will be -- we'll make other uses for the 404 North. I'm not sure exactly what we'll do with it, at this point, but the property needs to be demoed.

We are looking city-wide at other properties that may have to be demoed, that don't meet the qualifications of a CDA rehab and we will keep you abreast as we move forward on that.

Some of the homes that were identified by Marianne in her memo this week -- Marianne is our city assessor -- are, we believe, re-habitable. Like, there's a couple throughout the city that we believe are we can rehab them and sell them as part of our program. And some of them are vacant lots and we're going to have to make a decision on some of the vacant lots that we have on whether we want to put them into the program, rather than rehabbing, a possibility of the city through our Community Development Agency, putting a modular on there and getting some homeownership into certain neighborhoods.

So but we'll keep you abreast, as we move forward on the information that comes back.

Another option, of course, is to sell them. We prefer the first option because then, we have a home ownership requirement for ten years, rather than selling a home, having it be constructed and, possibly, a rental for the next -- forever.

So, as we move forward on that, we'll keep you up to date.

I believe there was a question on the \$8.5 million bond resolution that's being requested tonight. And that is, we're not committing to the project. This is a bond resolution that allows us to submit the grant. And you will have to come back -- we will

have to come back to you if we're successful on the grant application and qualify for additional funding, if we so choose.

The grant is for 60 percent. We'll have to weigh the pluses and minuses. At that time, we'll do an evaluation of impact on rate but Jacob will be presenting to you the details maybe tonight and maybe in the future of what he is requesting.

But this is not a commitment to spend \$8.5 million. We will have to come back when we have the feedback on the success of the grant.

And I believe that's all I have. Does anyone have any questions?

PRESIDENT RODRIGUES: Any questions for the Mayor?

Alderman Jean-Francois.

ALD. JEAN-FRANCOIS: Mayor, is there any information coming from the County as far as the monkeypox that's going around, that you know of?

MAYOR DESTEFANO: Nothing directly to us, other than I know a big focus has been New York City with the vaccine, but nothing that we've been in contact with with the Orange County Health Commissioner.

That might be a result of -- there's a change now. The Health Commissioner from Orange County is leaving and going down to Nassau County. So, I can certainly reach out to the County Exec's office and see if there's any plans for doing any type of vaccination here.

I know there is an outreach on polio because there was a case in polio and I think the County is doing some polio vaccine sites but nothing I've heard on monkeypox.

ALD. JEAN-FRANCOIS: Thank you, Mayor.

MAYOR DESTEFANO: All right.

PRESIDENT RODRIGUES: Anyone else?

Thank you, Mayor.

MAYOR DESTEFANO: Thank you.

7. Remarks of Department Heads

PRESIDENT RODRIGUES: Remarks of the Department Heads.

Economic Development.

MS. BRUNI: Good evening, everyone.

This evening we had a CDA meeting. We're on our way to finishing the two homes; one on Wisner and one on Linden. And the sale of Talcott Place should be shortly. We're just waiting for the bank to finalize everything.

Also, we're evaluating six more properties to go into our inventory for the CDA, as well.

Also working -- we submitted two CFA grants last week and our action plan through our Community Development Agency.

And also, we're looking at our Thursday and Friday night concerts moving forward. We have a couple of Saturday afternoon youth concerts coming up at Run4 Downtown Park August 6th and 13th from 2:00 to 4:00.

Our farmer's market is going strong.

Run4 Downtown August 20th. Jefferson Starship August 19th. A new show announcement at the Paramount, the Floyd Experience; a Pink Floyd tribute for October.

And then, we're getting another new release, Bullet Train, coming this

Friday. It's starring Brad Pitt, Sandra Bullock.

And things are just moving ahead. And that's all I have for tonight.

PRESIDENT RODRIGUES: Any questions for Maria?

Maria, the house on Wisner, I saw a stone like in the back yard. Are we leaving it like blacktop in the back or is it going to be grass in the backyard?

MS. BRUNI: In the backyard? I'll doublecheck for you.

PRESIDENT RODRIGUES: Yeah, I saw a lot of stone dumped.

MS. BRUNI: Well, they had to excavate and do the foundation.

PRESIDENT RODRIGUES: Okay. All right.

MS. BRUNI: We had issues with the foundation. So, that could be left over from that but I'll doublecheck and make sure.

PRESIDENT RODRIGUES: All right. Thank you.

MS. BRUNI: Thanks.

PRESIDENT RODRIGUES: DPW Commissioner.

MR. TAWIL: Good evening, all.

I will start with Alderman Masi. The reservoirs, as you know, we haven't had any rain lately. And really, July has been one of the driest months in recent history; only one and quarter inches of rain in the 30 days of July. So, the reservoirs are 89 percent now, which, we are still in good shape but, hopefully, our fortune will change in August and we will have more rain.

Talking about rain and the safe yield, I have been reporting -- the Mayor and I have been reporting to you about the safe yield issues that we have been having with the DEC and extending water services to the Forensic Psychiatric Center that's being

-- will be constructed by the State. It's about a \$300 million project in Goshen, right next to the existing psychiatric center on 17M and they wanted to take water and sewer from us.

So, after many several meetings, and letters, and so on and so forth between the Mayor, myself, and DEC, and our consultants, the DEC saw it our way and they agreed to approve it -- to approve the water and sewer extension to the new facility. And with that, we're very excited about it.

So, that's a great plus for us, for the City of Middletown, and will open huge opportunities for us in the future.

That will tie into -- we have several resolutions before you tonight. I will just tie this discussion with the second resolution of approving \$30,000 for installing flow meters and stream gauges at our reservoirs and at our dams. And that is part of the DEC permit that they have given us for the safe yield. They want to monitor exactly how much water we are taking from each reservoir and how much water is leaving the reservoir, certain reservoirs, such as Indigot and Mill Pond, when we are withdrawing water from it.

So, with that, we would need \$30,000 and DPW will be installing those flow meters and stream gauges. So, this will be part -- this is the second resolution that you have before you for tonight. And that's why we need it. It's part of the DEC requirement for us to approve the safe yield that they approved.

And so, we started paving today. The streets have been milled and prepared over the past month. And so now, the paving has started in the 1st Ward and they have accomplished quite a bit of this today. So, again, I urge the public, with our

sincere apology, just to bear with us. And it's going to be inconvenient. We have a lot of projects opened up throughout the city installing major water mains from the filter plant down to Monhagen Avenue, having the traffic operations, upgrading our curbs, sidewalks, traffic lights, pedestrian crossing. It's a huge amount of work that's being done.

And I know that it's inconvenience for some people. So, please, either find alternate routes or just bear with us and we will try to accommodate everybody as much as possible. But it's a great progress our city is doing with all this funding and the projects that are taking place.

So, another resolution before you tonight is for CDM Smith, approving another \$25,000, and that is because the City is putting in quite a bit of effort in reviewing the Dolsontown Road corridor and all the development.

So, this money, the additional money is required by our consultant in order to continue with their review.

As you know, we submitted -- the Mayor reported to you we submitted quite a bit of list of things we were concerned about. Now, the town engineer or the town itself will come back to us with their responses. And we have to evaluate the responses and, possibly, write back. But that's how the process works with the SEQRA.

So, that's where we are with that project and that's why we need that first resolution approved, if you can.

\$8.5 million project, the bond that's before you for tonight, the Mayor, he explained it very well. This is for replacing the raw water line from Kinch -- partially replacing it -- it doesn't finish the whole thing. The entire project from Kinch Reservoir

to Shawangunk Reservoir is \$18 million. That's the estimate for it. We're asking for \$8.5 million because, this way, we can get the maximum grant possible under this program, which is \$5 billion.

So, our plan is to replace the old pipe that is existing between Kinch and Shawangunk. By the way, this is like our lifeline to get the water from Kinch over to Shawangunk. That's where we get most of our water into the City of Middletown Reservoirs.

And so, with that being said, it's going to be a very important project for us. We've been applying for grants year after year, after year, and we have not been successful. We did apply for the same project under another grant by the Federal Government for the full \$18 million.

So, we will see. Hopefully, one of them will come in and this will include enlarging the water main that will bring water from Kinch Reservoir to Shawangunk Reservoir and then, that will increase our yield as well, our safe water yield.

So, with that being said, I will stop right here, if you have any questions for me.

PRESIDENT RODRIGUES: How are we doing with the rodeo (phonetic) on Mohagen Avenue?

MR. TAWIL: The rodeo (phonetic), I reported on that. That's the water line that you're referring to?

PRESIDENT RODRIGUES: No, the roads, how bad they are from --

MR. TAWIL: Yes. I know. That's a surface restoration.

PRESIDENT RODRIGUES: -- Wisner all the way down to the Psych

Center.

MR. TAWIL: Yeah, that's a surface restoration for the 24-inch high-pressure water main that we replaced.

The contractor, right now, is switching over the one-inch -- the water services to adjacent properties. And when was it? Last week, we just made the connection for Brewster Drive.

ALD. JOHNSON: Last Wednesday.

MR. TAWIL: I'm sorry?

ALD. JOHNSON: Last Wednesday.

MR. TAWIL: Yeah, last Wednesday. Thank you, Alderman Johnson.

So, the process -- the project is moving along and there is a progress in there. I know I said two weeks ago --

PRESIDENT RODRIGUES: Two weeks ago.

MR. TAWIL: I'm sorry?

PRESIDENT RODRIGUES: A month ago, two weeks ago, a month ago.

MR. TAWIL: Yeah. Yeah, it's a function of the progress in there. When you pin me down to give me a date, rather than, I say in a couple of weeks.

So, we're pushing ahead as much as -- as fast as we can get the contractor to go along with us.

Then, after that, the road will be milled again and it will be paved. The State of New York, because mostly some good part of it is in the State of New York on 211, they are as anxious as anybody to get it done. I apologize for the condition of the road but that's where we are.

So, when is it going to be done? As soon as possible.

PRESIDENT RODRIGUES: So, how long is it going to take to change the water lines? Are they --

MR. TAWIL: The services?

PRESIDENT RODRIGUES: Yeah.

MR. TAWIL: They are working on it actively every day. I'm saying a couple of weeks. It took longer.

PRESIDENT RODRIGUES: Okay. All right.

Any questions for Jacob?

Alderman Johnson.

ALD. JOHNSON: I have an easier question. We've been from 93 to 89 on the reservoirs. What's the time that we would be concerned for the capacity?

MR. TAWIL: We're still -- it depends. It depends on how much precipitation we have. That's a good question.

Usually, we start panicking -- not panicking. I mean we start getting concerned about 70 percent --

ALD. JOHNSON: Oh, okay.

MR. TAWIL: -- and so on. But we keep watching it. We keep watching the weather, and so on, and so forth. There is no really --

ALD. JOHNSON: So, 89 is still pretty good?

MR. TAWIL: I'm sorry -- yes.

ALD. JOHNSON: 89 is still pretty good.

MR. TAWIL: Yeah, we're still in good hands. Yeah.

ALD. JOHNSON: Thank you.

PRESIDENT RODRIGUES: Anyone else?

Thank you, Jacob.

MR. TAWIL: Yes, sir.

PRESIDENT RODRIGUES: City Assessor.

MS. FEELY: Good evening, everyone. I have nothing to report this evening.

Does anyone have any questions for me?

PRESIDENT RODRIGUES: Any questions for our assessor? No.

Thank you.

MS. FEELY: Okay, have a good night.

PRESIDENT RODRIGUES: City Clerk.

MR. MCCORMACK: Nothing this evening.

PRESIDENT RODRIGUES: Any questions for the city clerk?

All right.

8. Public Hearings and Grievances

PRESIDENT RODRIGUES: Public hearings and grievances.

MR. MCCORMACK: We have a --

ALD. TOBIN: I'm sorry. Are there early voting for the primaries? Is there (inaudible).

MR. MCCORMACK: Yes.

ALD. TOBIN: Okay.

MR. MCCORMACK: I believe it opens the 24th. I'll find out.

ALD. TOBIN: Okay.

MR. MCCORMACK: It's opening soon.

ALD. TOBIN: Okay.

PRESIDENT RODRIGUES: Okay, public hearings and grievances.

MR. MCCORMACK: We have a public hearing for Local Law #5 of 2022. Notice is hereby given that the City of Middletown will hold a public hearing on Monday, August 1st, 2022 on or as near to 7:30 p.m. as possible; Common Council Chambers, second floor, 16 James Street, at 7:30 p.m. to hear any and all persons wishing to be heard on the recently passed Local Law #5 of 2022 regarding creating the position of the deputy treasurer.

Full text of the Local Law is available in the Office of the Common Council Clerk, City Hall, 16 James Street, Room 12, and on the city website.

PRESIDENT RODRIGUES: And at this time, the public hearing is now open.

Anyone from the public?

Any councilmember have any questions, concerns, comments? All right.

Motion to close?

ALD. MASI: So moved.

PRESIDENT RODRIGUES: Alderman Masi, seconded by --

ALD. JOHNSON: Second.

PRESIDENT RODRIGUES: Alderman Johson.

All in favor?

(Chorus of aye.)

PRESIDENT RODRIGUES: The public hearing is now closed.

9. Petitions and Complaints

(None this evening.)

10. Remarks of the Aldermen and Reports of Committees

PRESIDENT RODRIGUES: All right. Remarks of Aldermen.

Alderman Masi.

ALD. MASI: Nothing this evening.

PRESIDENT RODRIGUES: Alderman Witt.

ALD. WITT: Thank you. Just two things.

The first is that we're going to have our 1st Ward meeting next Wednesday night, the 10th, at six o'clock, here in the Council Chambers.

And the second thing is, tomorrow, local business owner, Freddie Williams, of the 6 West Barbershop, is being recognized by the County Executive for being the Orange County's citizen of the month. So, that's kind of a good thing.

Freddie is a three-year Middletown School Member and recently was elected Vice President. He also does a tremendous job contributing to youth sports and volunteers a whole lot of his time.

So, if you see him, congratulate him.

Thank you.

PRESIDENT RODRIGUES: Alderman Kleiner.

ALD. KLEINER: Thank you.

We will have our 2nd Ward constituents meeting next Monday, the 8th, right here at seven o'clock, in Council Chambers.

I wanted to mention, and we're going to put this up on the website, but Senator Skoufis has written really an excellent letter in response to the Wawayanda Draft Environmental Impact Statement objecting to the project. So, we are going to have that at some point soon, hopefully, on the website. And I thank the Senator for that.

I don't know that the Middletown Post Office has this yet but this is the new Pete Seeger stamp and it came out on July 21st -- easy to remember, my mom's birthday --but that's it.

The Middletown Post Office has not had it but I was able to go to the Scotchtown Post Office and get it. Somehow, they always get the stamps in first. But it's a really nice tribute to, I think, a very important Mid-Hudson resident.

So, and other than that, I hope to see everyone tomorrow at Night Out Against Crime.

Thank you.

PRESIDENT RODRIGUES: Alderwoman Ramkissoo.

ALD. RAMKISSOON: Good evening.

I just -- the 3rd Ward had our monthly meeting last Tuesday and for you, Miss Gill, it's another way for you to kind of connect that's right down the street from your house. We've been having it in the warm weather at Maple Hill Park in the pavilion and we bring snacks.

We had a nice meeting. This month, we had a special guest star of the chair of the DPW committee came and we had a good time. It's a good opportunity to talk about things that you have questions about and for us to keep you informed of what's going on.

Other than that, I'm just really excited about paving having started. So, they always do a fantastic job. So, I anticipate all our beautiful smooth streets pretty shortly.

That's all I have tonight.

PRESIDENT RODRIGUES: Alderman Johnson.

ALD. JOHNSON: I agree with her. I usually come and have cheesecake. It's a good deal.

So, I know that Alderman Kleiner usually is the reminder of important dates in history but, I thought I would put a toe in the water this evening and remind you of another date.

So, I went to the Post Office -- he knows where I'm going.

I went to the Post Office this morning and I was wearing this tie. And the lady behind the counter said: Oh, Doc, you have a nice tie. I said: Well, thank you very much. I appreciate that. And she said: Is it a Jerry Garcia tie? I said: Well, actually it is a Jerry Garcia tie. And she said: Well, do you know what today is? I said no. Today is the 80th anniversary of Jerry Garcia's birthday. He was born August 1st of 1942.

So, I did a quick Google -- I know this is important. That's why I'm going to report on it. I did a quick Google consult. Born in '42, died in '95. Started the ties in '92. There are 95 in the collection. I have about 15, so I have a way to go but, it's good to have goals.

So, here's to Jerry Garcia. Happy Birthday. Rest in peace and thanks for the ties.

That's all I have this evening, thank you.

PRESIDENT RODRIGUES: All right, Alderman Jean-Francois.

ALD. JEAN-FRANCOIS: Yes, good evening.

The 4th Ward meeting is this Saturday at ten o'clock in this chamber. So, anyone from the 4th Ward is welcome to join us, Sparrow and I.

And also, I would like to thank the street department. It's been a very hot summer. These guys are out there doing their best for our city. So, I would like to thank them very much.

Thank you.

PRESIDENT RODRIGUES: Alderman Tobin.

ALD. TOBIN: Nothing this evening.

11. Unfinished Business

(None this evening.)

12. New Business

PRESIDENT RODRIGUES: New Business.

MR. MCCORMACK: Good evening.

We have a resolution sponsored by Alderman Masi authorizing a contract amendment with CDM Smith and a budget transfer.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Masi, seconded by Alderman Witt.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: Masi.

ALD. MASI: Aye.

MR. MCCORMACK: President Rodriguez.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Witt authorizing a budget transfer for \$30,000 to purchase flow meters and gauges.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Witt, seconded by Alderman Johnson.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: Masi.

ALD. MASI: Aye.

MR. MCCORMACK: President Rodriguez.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

A resolution sponsored by Alderman Johnson authorizing an \$8.5 million bond for raw water line replacements at the reservoir.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Johnson, seconded by Alderman Jean-Francois.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: Masi.

ALD. MASI: Aye.

MR. MCCORMACK: President Rodriguez.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Kleiner authorizing a proposal from
Clark Patterson Lee for setting concrete monuments at Mountain Avenue.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Kleiner,
seconded by Alderwoman Ramkissoon.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: Masi.

ALD. MASI: Aye.

MR. MCCORMACK: President Rodriguez.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderwoman Ramkissoon authorizing a proposal from Clark Patterson Lee for survey easement at High Barney water storage tanks.

PRESIDENT RODRIGUES: Resolution sponsored by Alderwoman Ramkissoon, seconded by Alderman Tobin.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: Masi.

ALD. MASI: Aye.

MR. MCCORMACK: President Rodriguez.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Johnson accepting a \$615 donation from the American Lung Association - POW'R Against Tobacco for Finding Nemo movie night.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Johnson, seconded by Alderman Masi.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: Masi.

ALD. MASI: Aye.

MR. MCCORMACK: President Rodriguez.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Jean-Francois accepting a \$1,500 donation from local businesses to support the National Night Out Against Crime.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Jean-Francois, seconded by Alderman Tobin.

Any discussion?

Alderman Kleiner.

ALD. KLEINER: Yes, thank you.

I just would like to give the recognition to the people who actually are doing the donating and it's the Amber's Sub Shop, \$250; the Middletown Firefighters Professional Association, \$250; and the Middletown Housing Authority, \$1,000.

Thank you.

PRESIDENT RODRIGUES: Anyone else?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoo.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: Masi.

ALD. MASI: Aye.

MR. MCCORMACK: President Rodriguez.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Tobin amending Resolution 98-22 to deposit donated funds into the Police Donation revenue line.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Tobin, seconded by Alderman Johnson.

Any discussion?

Alderman Kleiner.

ALD. KLEINER: Thank you.

Again, I think when we passed this back in last May, we also didn't mention the people. So, I want to give them our thanks and the public recognition. The Heritage Financial Credit Union, \$250; Kiwanis Club of Middletown, \$250; Applebee-McPhillips Funeral Home, \$250; Middletown Professional Car Wash, \$300; and NYCOMCO, \$200.

Thank you.

PRESIDENT RODRIGUES: Anyone else? Thank you.

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoo.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: Masi.

ALD. MASI: Aye.

MR. MCCORMACK: President Rodriguez.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Masi authorizing an agreement with CPI-HR to assist with the Patient Protection and Affordable Care Act implementation.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Masi, seconded by Alderman Johnson.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: Masi.

ALD. MASI: Aye.

MR. MCCORMACK: President Rodriguez.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

A resolution sponsored by Alderman Witt accepting a \$1,000 donation from the Animal Health Center to support youth programs and events.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Witt, seconded by Alderman Johnson.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoo.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: Masi.

ALD. MASI: Aye.

MR. MCCORMACK: President Rodriguez.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Johnson accepting a \$1,250 donation from local businesses to support our National Night Out Against Crime.

PRESIDENT RODRIGUES: A resolution sponsored by Alderman Johnson, seconded by Alderman Masi.

Any discussion?

Alderman Kleiner.

ALD. KLEINER: Thank you.

Again, I'd like to recognize these local businesses who helped make Night Out Against Crime possible: Boyce Excavating, \$1,000; and the Middletown Lions Club, \$250.

Thank you.

PRESIDENT RODRIGUES: All right, anyone else?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoo.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: Masi.

ALD. MASI: Aye.

MR. MCCORMACK: President Rodriguez.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

A resolution sponsored by Alderman Kleiner amending Resolution 97-22
to deposit donated funds into the Police Donation revenue line.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Kleiner,
seconded by Alderman Johnson.

Any discussion?

Alderman Kleiner.

ALD. KLEINER: Okay, the last one. This is a \$2,500 donation by

Walmart and it was for DARE Day and Night Out Against Crime.

Thank you.

PRESIDENT RODRIGUES: All right. Anyone else?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: Masi.

ALD. MASI: Aye.

MR. MCCORMACK: President Rodriguez.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderwoman Ramkissoon accepting a funding award of \$4,806 from Orange County for the Stop-DWI Program.

PRESIDENT RODRIGUES: Resolution sponsored by Alderwoman Ramkissoo, seconded by Alderman Tobin.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoo.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: Masi.

ALD. MASI: Aye.

MR. MCCORMACK: President Rodriguez.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

A resolution sponsored by Alderman Johnson authorizing a \$4,000 budget transfer to cover COVID-related expenses.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Johnson, seconded by Alderman Masi.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoo.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: Masi.

ALD. MASI: Aye.

MR. MCCORMACK: President Rodriguez.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Jean-Francois to close Sunset Street from Highland Avenue to Highland Place on Saturday, August 14th from -- Sunday,

August 14, 2022 from 12:00 to 8:00 for a block party.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Jean-Francois, seconded by Alderman Johnson.

Any discussion?

ALD. JEAN-FRANCOIS: I'd like to amend the resolution for a date correction. It should be August 13th, instead of 14th.

PRESIDENT RODRIGUES: We've got a motion to amend by Alderman Jean-Francois.

Do I have a second?

ALD. JOHNSON: I'll second.

PRESIDENT RODRIGUES: Seconded to August 13th.

All right, roll on the motion.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoo.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: Masi.

ALD. MASI: Aye.

MR. MCCORMACK: President Rodriguez.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

PRESIDENT RODRIGUES: All right. Now, we've got to vote on the regular resolution. So, sponsored by Alderman Jean-Francois, seconded by Alderman Johnson.

Any discussion for the August 13th instead of the 14th?

Okay, roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoo.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: Masi.

ALD. MASI: Aye.

MR. MCCORMACK: President Rodriguez.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

A resolution sponsored by Alderman Tobin authorizing the demolition of three city-owned properties.

PRESIDENT RODRIGUES: A resolution sponsored by Alderman Tobin, seconded by Alderman Witt.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoo.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: Masi.

ALD. MASI: Aye.

MR. MCCORMACK: President Rodriguez.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

That concludes new business.

13. Local Laws

PRESIDENT RODRIGUES: Local laws.

MR. MCCORMACK: We have a local law sponsored by Alderman Johnson updating the Commissioner of Assessment charter provisions.

PRESIDENT RODRIGUES: That's the first introduction.

MR. MCCORMACK: Correct.

14. Audit of Claims and Accounts

PRESIDENT RODRIGUES: Audit.

ALD. MASI: Mr. President, I move the accounts be audited, the claims be adjusted, and the City Treasurer be authorized to issue warrants for their payment.

PRESIDENT RODRIGUES: Motion by Alderman Masi, seconded by Alderwoman Ramkissoon.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoo.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: Masi.

ALD. MASI: Aye.

MR. MCCORMACK: President Rodriguez.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

13. Adjournment

PRESIDENT RODRIGUES: Motion to adjourn?

UNIDENTIFIED SPEAKER: So moved.

(Proceeding concluded.)

CERTIFICATION

I, KIMBERLY J. ZOGBY, certify that the foregoing transcript of the August 1, 2022 Middletown City Council meeting was prepared using the required transcription equipment and is a true and accurate transcript of the recording.

A handwritten signature in black ink, appearing to read "Kimberly J. Zogby". The signature is written in a cursive, flowing style.

AMERICAN LEGAL TRANSCRIPTION

11 Market Street, Suite 215

Poughkeepsie, New York 12601

Dated: August 11, 2022

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Witt

Date of Adoption 08.01.22

Index No: 164-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	8			1

Resolution authorizing a contract amendment with CDM Smith and a Budget Transfer

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes an amended contract with CDM Smith for the review of the Town of Wawayanda Dolsontown Corridor Development DGEIS, increasing from \$25,000* to \$50,000.

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Mayor to sign the amended agreement.

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$25,000 in the following manner to cover the additional cost inquired from the CDM Smit Contract for The Dolsontown Corridor Development DGEIS.

FROM	AMOUNT	TO
General Fund Balance	\$25,000	A.1490.400
		Contractual Services

*CDM spent \$35,000 to review and prepare comments to the DGEIS thus far.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Witt

Sec'd by Ald. Johnson

Date of Adoption 08.01.22

Index No: 165-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	8			1

**Resolution Authorizing a Budget Transfer for \$30,000 to
Purchase Flow Meters and Gauges**

Whereas the City water taking permit issued by the DEC has several conditions that must be implemented per a defined timeline.

Whereas some of the permit conditions requires the City to install water meters and stream flow gauges at City reservoirs.

Whereas the attached report from CDM Smith evaluated different meters and gauges and they make a recommendation to select Trimble for equipment at Mill Pond and Indigot in the amount of \$30,000.

Whereas the equipment will be purchased under Source Well contract and will be installed by DPW and the remainder of flow meters and gauges at Kinch and Shawangunk reservoirs are being included in two Capital Projects for the upgrade of both Kinch and Shawangunk dams.

NOW THEREFORE BE IT RESOLVED RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$30,000 in the following manner to cover the purchase of said equipment.

FROM	AMOUNT	TO
Water Fund Balance	\$30,000.00	F.8310.400
		Water Contractual

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Jean-Francois

Date of Adoption 08.01.22

Index No: 166-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	8			1

Resolution authorizing a \$8.5 Million Bond for Raw Water Line Replacements at the Reservoir

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes a bond resolution in the amount of \$8,500,000.00 for the construction of the raw water line replacement from Kinch Reservoir to Shawangunk Reservoir. This bond resolution is required in order for the City to apply for the WIIA Grant through NYS/SRF.

If successful, the grant will fund 60% of the project, up to a maximum amount of \$5,000,000.00.

This WIIA grant application submission deadline is September 9, 2022 and will require SEQRA completion and adoption of this bond resolution. Mr. Tom Myers, our bond counsel, must be involved in the formulation of the bond resolution as recommended by SRF.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Kleiner

Sec'd by Ald. Ramkissoon

Date of Adoption 08.01.22

Index No: 167-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	8			1

**Resolution authorizing a proposal from Clark Patterson Lee for Setting
Concrete Monuments at Mountain Avenue**

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the attached proposal from CPL dated July 22, 2022 in order to place concrete monuments at the newly created lot for the Mountain Ave tank. Part of the new lot is being purchased from the Carmelites and is in the Town of Wallkill.

The requested fee of \$3,500 will be funded from the available project funding line.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Ramkissoon

Sec'd by Ald. Tobin

Date of Adoption 08.01.22

Index No: 168-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	8			1

**Resolution authorizing a proposal from Clark Patterson Lee for
Surveyed Easement at High Barney Water Storage Tank**

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the attached proposal from CPL dated July 22, 2022 for the High Barney water storage tank for a survey and easements for execution by the property owner to ensure continuous access to High Barney tank site from Karen Drive.

The requested amount is \$4,000. At this point, available project funding will be utilized to cover this expense once approved by the BOE and Common Council.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Masi

Date of Adoption 08.01.22

Index No: 169-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	8			1

**Resolution accepting a \$615 donation from the American Lung Association- POW'R
Against Tobacco for Finding Nemo Movie Night**

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment accepts a \$615 donation from American Lung Association - Pow'r Against Tobacco for August 13, 2022 Finding Nemo movie night.

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to deposit the donation into revenue budget line A.2705.00 Gifts & Donations and increase budget line A.7321.450 Special Programs Materials & Supplies.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Jean Francois

Sec'd by Ald. Tobin

Date of Adoption 08.01.22

Index No: 170-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	8			1

**Resolution accepting \$1500 donation from Local Business
to support our National Night out Against Crime**

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts the following donations:

Ambers Sub Shop	\$250
Middletown Firefighters Professional Association	\$250
Middletown Housing Authority, LP	<u>\$1,000</u>
Total	\$1,500

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to deposit the funds into the Police Donation revenue line A.2705.06 and increase A.3120.501 community expense line by \$1,500.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Tobin

Sec'd by Ald. Johnson

Date of Adoption 08.01.22

Index No: 171-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	8			1

**Resolution Amending Resolution 98-22 to Deposit Donated
Funds into the Police Donation Revenue Line**

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and amends Resolution 98-22 to authorize the Treasurer to deposit the donated funds into Police Donation revenue line A.2705.06 for \$1,250 and to increase the A.3120.501 community expense line by \$1,250.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Johnson

Date of Adoption 08.01.22

Index No: 172-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	8			1

**Resolution authorizing an agreement with CPI-HR to assist with the
Patient Protection and Affordable Care Act Implementation**

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the attached agreement with CPI-HR to provide services to the City with respect to the Patient Protection and Affordable Care Act.

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Mayor to sign the agreement.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Witt

Sec'd by Ald. Johnson

Date of Adoption 08.01.22

Index No: 173-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	8			1

**Resolution accepting a \$1000 donation from the Animal Health Center
to Support Youth Programs and Events**

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accept a \$1,000 donation from the Animal Health Center for the purpose of supporting our youth programs and events.

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to deposit these funds into the Police Donation revenue line A.2705.06 and increase the A.3120.501 community expense line by \$1,000.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Masi

Date of Adoption 08.01.22

Index No: 174-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	8			1

**Resolution accepting a \$1250 donation from local businesses to
support our National Night Out Against Crime Event**

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts \$1250 in donations from the following local businesses to support our National Night Out Against Crime.

Boyce Excavating	\$1,000
Middletown Lions Club	<u>\$250</u>
Total	\$1,250

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Treasurer to deposit these funds into the Police Donation budget line A.2705.06 and increase the A.3120.501 Community Expenses line by \$1250

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Kleiner

Sec'd by Ald. Johnson

Date of Adoption 08.01.22

Index No: 175-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	8			1

**Resolution Amending Resolution 97-22 to Deposit Donated Funds into
Police Donation Revenue Line**

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and amends Resolution 97-22 to authorize the Treasurer to deposit the donated funds into Police Donation revenue line A.2705.06 for \$2500 and to increase the A.3120.501 by \$2500

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Ramkissoon

Sec'd by Ald. Tobin

Date of Adoption 08.01.22

Index No: 176-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	8			1

**Resolution accepting A Funding Award of \$4806 from the
County of Orange for the Stop-DWI Program**

WHEREAS an Inter-Municipal Agreement with the County of Orange was approved by the Common Council in March 2022, for STOP DWI funding for the contract dates of March 12, 2022 through January 1, 2023 and

WHEREAS Chief Ewanciw was notified that the second enforcement period funding has been awarded in the amount of **\$4,806**; and

NOW THEREFORE BE IT RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts the funding award in the amount of \$4,806

BE IT FURTHER RESOLVED that Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to deposit the funds into the STOP-DWI DWI budget line within the Police Department Budget.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald.Masi

Date of Adoption 08.01.22

Index No: 177-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	8			1

Resolution Authorizing A \$4000 Budget Transfers To Cover COVID Related Expenses

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$4,000 of ARPA Funds in the following manner to cover the remaining cost of COVID Related Expenses:

To cover the cost of the remaining RBT consulting fees:

FROM	AMOUNT	TO
A.4785	\$ 2,500	A/F/G.8888.900

To cover the cost of Donald Paris financial reporting hours from February through July 2022:

FROM	AMOUNT	TO
A.4785	\$1,500	A.1325.100

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Jean Francois

Sec'd by Ald. Johnson

Date of Adoption 08.01.22

Index No: 178-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	8			1

**Resolution To Close Sunset Street From Highland Avenue To Highland Place On
Saturday, August 13, 2022 From 12:00PM To 8:00PM For A Block Party**

RESOLVED; that the Common Council of the City of Middletown approves and authorizes the closing of Sunset Street from Highland Avenue to Highland Place for a block party on Saturday, August 13, 2022 from 12:00PM to 8:00PM.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Tobin

Sec'd by Ald. Witt

Date of Adoption 08.01.22

Index No: 179-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	8			1

Resolution Authorizing the Demolition of Three City Owned Properties

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the demolition of the following three properties owned by the City of Middletown:

- 99 East Ave
- 404 North St
- 26-28 Mill St –(rear) demo small house and garage

The funding is already established in the capital line.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. XXXXXXXXXXXXX

Date of Adoption 08.01.22

Index No: Introduction of LL#6 of 2022

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

LOCAL LAW #6 OF 2022

**A LOCAL LAW UPDATING THE COMMISSIONER OF ASSESSMENT CHARTER
PROVISIONS**

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN
AS FOLLOWS:

Section 1. Purpose of this Enactment.

The purpose of this enactment is to update the Charter provisions applicable to the office of the City Commissioner of Assessment and Taxation.

Section 2. Section 11 of the Charter of the City of Middletown is hereby amended to read as follows:

§11. All officers elected or appointed under this Charter, except Mayor, Aldermen, City Judge, Chief of Police, Corporation Counsel, Commissioner of Public Works, Deputy Commissioners of Public Works, Commissioner of Assessment and Taxation, City Clerk, Registrar and Clerk of the Common Council, Treasurer, Members of the Board of Health and Civil Service employees, shall hold offices for one (1) year, and until their successors shall qualify.

Section 3. Section 59 of the Charter of the City of Middletown is hereby amended to read as follows:

§ 59. The Commissioner of Assessment and Taxation shall be a full-time employee of the City of Middletown and shall serve a six (6) year term pursuant to the provisions of Section 310 of the New York Real Property Tax Law. The Commissioner shall be the head of the Department of Assessment and Taxation. He or she may appoint and for cause remove such employees as he/she deems necessary for the proper conduct of the business of his/her office, provided that the position has been authorized and the salary thereof fixed by the Board of Estimate and Apportionment. The Commissioner shall possess all the powers conferred upon, be subject to all the obligations imposed upon and perform all the duties pertaining to the office of assessor in the towns of this State, except as otherwise provided by law. He/She shall value all real estate in the City on one common and general principle of valuation which shall apply to all real estate assessed within the City, including improved and unimproved property. In the case of improved property the land shall be valued separately by the Commissioner and such separate valuation and the aggregate valuation of the whole property shall be entered and appear in separate columns upon the assessment roll. When there are two or more houses on one lot, the valuation of each shall be shown. The Commissioner shall keep a record of all transfers of real estate in the city. He/She shall assess the value of personal property in the name of the owner thereof. He/She shall continuously revise and correct the assessment map. He/She shall keep an accurate index of the assessment roll as the same appears from year to year and shall note thereon the changes in the assessments as the same are made with the dates thereof. He/She shall publish and issue prior to grievance day each year in pamphlet form for general distribution the assessment-roll as completed by him/her showing a tabulated comparison with the assessments of the two preceding years. But no error in such pamphlet shall invalidate any assessment or tax levied thereunder.

Section 3. Severability.

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this Local Law shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this Local Law.

Section 4. Effective Date.

This Local Law shall be effective upon filing with the Secretary of State.

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING
Local Law Number 6 of 2022**

Notice is hereby given that the City of Middletown will hold a public hearing on Tuesday, September 6, 2022, on or as near to 7:30 p.m. as possible, Common Council Chambers, 2nd floor, 16 James Street at 7:30PM, to hear any and all persons wishing to be heard on the recently passed Local Law Number 6 of 2022 regarding:

**A LOCAL LAW UPDATING THE COMMISSIONER OF ASSESSMENT
CHARTER PROVISIONS**

A full text of Local Law Number 6 of 2022 is available in the office of the Common Council Clerk, City Hall, 16 James Street, Room 12 and on the City Website.

Richard P. McCormack
City Clerk

Publish: 8/25/22 & 8/26/22
City Website

LOCALiQ

Observer-Dispatch | Daily Messenger
Times Telegram | New Jersey Herald
Times Herald-Record

PO Box 631202 Cincinnati, OH 45263-1202

PROOF OF PUBLICATION

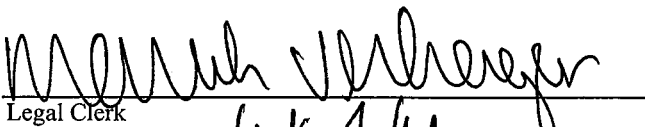
Martina Tu
NANCY T
Middletown, City
16 JAMES STREET
MIDDLETOWN NY 10940

STATE OF NEW YORK, COUNTY OF ORANGE

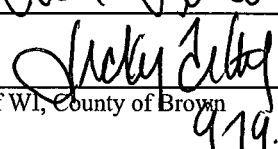
The Times Herald-Record, a daily newspaper distributed in the Orange, Ulster, Pike, PA and Sullivan Counties, published in the English language in the City of Middletown, County of Orange, State of New York printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

08/25/2022, 08/26/2022

and that the fees charged are legal.
Sworn to and subscribed before on 08/26/2022



Legal Clerk



Notary, State of WI, County of Brown

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VICKY FELTY
Notary Public
State of Wisconsin

CITY OF MIDDLETOWN NOTICE OF PUBLIC HEARING

Local Law Number 6 of 2022
Notice is hereby given that the City of Middletown will hold a public hearing on Tuesday, September 6, 2022, on or as near to 7:30 p.m. as possible, Common Council Chambers, 2nd floor, 16 James Street at 7:30PM, to hear any and all persons wishing to be heard on the recently passed Local Law Number 6 of 2022 regarding:

**A LOCAL LAW UPDATING
THE COMMISSIONER OF
ASSESSMENT**

CHARTER PROVISIONS

A full text of Local Law Number 6 of 2022 is available in the office of the Common Council Clerk, City Hall, 16 James Street, Room 12 and on the City Website.

Richard P. McCormack
City Clerk
City Website

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09.06.22

Index No: 196-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

**Resolution to accept a \$14,400 Grant from the New York State
Governor's Traffic Safety Committee**

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment accepts a \$14,400 grant from the New York State Governor's Traffic Safety Committee for the use in the "Police Traffic Services" program effective October 1, 2022.

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an increase, for the same amount, in the Traffic Services budget line A.3124.103.

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign the attached contract.

The purpose of this award is to increase seat belt usage and reduce aggressive, speeding, distracted and other dangerous driving behaviors in an effort to reduce serious injury or death from traffic crashes.

JOHN EWANCIW
CHIEF OF POLICE



TELEPHONE
845-343-3151
FAX NUMBER
845-346-4140

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

August 16, 2022

Honorable Joseph M. DeStefano
Mayor- City of Middletown
City Hall
Members of the City of Middletown Common Council
16 James Street
Middletown, NY 10940

RE: Police Traffic Services 2023-Middletown City PD-00143-(036)

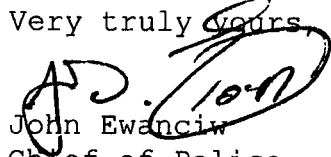
Dear Mayor DeStefano and Members of the Council:

We are requesting permission to accept an award in the amount of \$14,400 given to us by the New York State Governor's Traffic Safety Committee for the use in the "Police Traffic Services" program effective October 1, 2022.

The purpose of this award is to increase seat belt usage and reduce aggressive, speeding, distracted and other dangerous driving behaviors in an effort to reduce serious injury or death from traffic crashes.

Please prepare a resolution authorizing the mayor to sign the attached contract. Upon approval, I am asking that the funding be deposited into our existing Traffic Services budget line A.3124.103.

Very truly yours,


John Ewanciw
Chief of Police

JE:ccd

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

MIDDLETOWN CITY OF

By: _____

Joseph Destefano
Printed Name

Title: Mayor

Date: _____

STATE AGENCY:

New York State Governor's Traffic Safety Committee

By: _____

Mary Arthur
Printed Name

Title: Program Manager

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

CONTRACT INSTRUCTIONS

The project director must make sure that the person reviewing and signing the contract is aware of the following information:

1. Changes **cannot** be made to the contract. Any changes made **will** result in a rejection of the contract.
2. Once the attached Signature page is signed by an authorized representative (**see below**) **and** notarized, **ONLY** the completed Signature page is to be returned to the New York State Governor's Traffic Safety Committee (GTSC). Do **NOT** return the contract.
3. The completed Signature page must be emailed to GTSCContracts@dmv.ny.gov.
4. The Signature page with the original "wet" signatures must be mailed to:
New York State Governor's Traffic Safety Committee
Attn: Contract Coordinator
6 Empire State Plaza, Room 410
Albany, NY 12228
5. When the completed Signature page with the original "wet" signatures is received, the GTSC will upload the completed Signature page into an electronic version of the contract. A copy of that contract was provided with the grant award letter.
6. Once all required approvals are received, a copy of the approved contract will be emailed to your organization for your records.

Authorized Representative:

Having the project director role on the grant does **NOT** give someone the authority to sign the contract. Although a specific department may have submitted the grant, the contract is not with that specific department; it is with the City, County, Town or Village. For example, the Town of Smith's Police Department submits the grant. The Contractor is the Town of Smith, not the police department. The person signing the contract must have the legal authority to bind the Town to a contract. Please contact your County, City, Town or Village Legal Department to determine who has the authority to sign the contract.

This page was intentionally left blank.

Signature page follows on next page.

JIM ALLEN
Director



Department of Motor Vehicles

(518) 474-5111
(518) 474-5777
Fax: (518) 473-6946

GOVERNOR'S TRAFFIC SAFETY COMMITTEE 6 EMPIRE STATE PLAZA • ALBANY, NY 12228

August 15, 2022

Jacqueline Welch
Sergeant
Middletown City Police Department
2 James Street
Middletown, NY 10940-5710

Re: PTS-2023-Middletown City PD-00143-(036)
Police Traffic Services
T006929
CFDA #: 20.600
EFFECTIVE DATE: October 1, 2022

Dear Sergeant Jacqueline Welch:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Middletown City Police Department has been awarded a total of \$14,400 to participate in the statewide Police Traffic Services Program. Our goal is to increase seat belt usage and reduce dangerous driving behaviors in an effort to reduce serious injury and death from traffic crashes. A breakdown of your grant award amount is as follows:

Category	Award Amount
Seat Belt Mobilization Enforcement	\$3,200
Regular PTS Enforcement	\$11,200
Other Than Personal Services	\$0
Grand Total	\$14,400

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>.

Attached to this email are the contract and a signatory page with instructions. Please follow the instructions to facilitate the prompt processing of your contract. The contract will only be effective after the Signature page has been signed by the County, City, Town, or Village, and notarized, then returned to, and signed by, the New York State Governor's Traffic Safety Committee.

Thank you for participating in this very important statewide enforcement program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

A handwritten signature in black ink, appearing to read "James Allen".

James Allen
Director

CRD:bp
Enclosure

TrafficSafety.ny.gov

JIM ALLEN
Director



Department of Motor Vehicles

(518) 474-5111
(518) 474-5777
Fax: (518) 473-6946

GOVERNOR'S TRAFFIC SAFETY COMMITTEE 6 EMPIRE STATE PLAZA • ALBANY, NY 12228

August 15, 2022

Jacqueline Welch
Sergeant
Middletown City Police Department
2 James Street
Middletown, NY 10940-5710

Re: CPS-2023-Middletown City PD -00251-(036)
Child Passenger Safety Program
SA00002456
CFDA #: 20.616
EFFECTIVE DATE: October 1, 2022

Dear Sergeant Jacqueline Welch:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Middletown City Police Department has been awarded \$4,500 to participate in the statewide "Child Passenger Safety" program. Our goal is to increase the proper use and installation of child safety seats in New York State.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>.

Thank you for participating in this very important statewide program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

James Allen
Director

CRD:bp
cc: Kelly Kelly

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Governor's Traffic Safety Committee 6 Empire State Plaza, Room 410B Albany, NY 12228	BUSINESS UNIT/DEPT. ID: DMV01/3700393 CONTRACT NUMBER: T006929 CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: MIDDLETOWN CITY OF	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: Police Traffic Services - PTS
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002266 Federal Tax ID Number: 146002297 DUNS Number (if applicable): 966964405	AGENCY IDENTIFIER: PTS-2023-Middletown City PD -00143-(036) CFDA NUMBER (Federally Funded Grants Only): 20.600
CONTRACTOR PRIMARY MAILING ADDRESS: 16 JAMES ST MIDDLETOWN, NY 10940 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address 16 JAMES ST MIDDLETOWN, NY 10940 CONTRACT MAILING ADDRESS: ☐ Check if same as primary mailing address 2 JAMES ST MIDDLETOWN, NY 10940	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: 330230000 000 ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: 10/01/2022 To: 09/30/2023 CURRENT CONTRACT PERIOD: From: 10/01/2022 To: 09/30/2023 AMENDED TERM: From: To: AMENDED PERIOD: From: To:		CONTRACT FUNDING AMOUNT: <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i> CURRENT: \$14,400 AMENDED: FUNDING SOURCE(S) ☐ State ☒ Federal ☐ Other
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
 (Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- ☒ Attachment A:
 ☒ A-1 Program Specific Terms and Conditions
☒ A-2 Federally Funded Grants and Requirements Mandated by Federal Laws
- ☒ Attachment B:
 ☒ B-1 Expenditure Based Budget ☐ B-2 Performance Based Budget
☐ B-3 Capital Budget ☐ B-4 Net Deficit Budget
☐ B-1(A) Expenditure Based Budget (Amendment)
☐ B-2(A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Budget (Amendment)
☐ B-4(A) Net Deficit Budget (Amendment)
- ☒ Attachment C: Work Plan
☒ Attachment D: Payment and Reporting Schedule
☐ Other:

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

³ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

To the extent that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (c.g., cash

disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such

manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P 08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S 08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S 08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-c of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-c or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project

is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State

⁹ Not applicable to not-for-profit entities.

Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

ATTACHMENT A-1 PROGRAM SPECIFIC TERMS AND CONDITIONS

DATE OF PROJECT - Projects are funded for one year and must coincide with the federal fiscal year, with a start date of October 1 and an end date of September 30.

GRANT MODIFICATIONS - Grant modifications must be requested through the eGrants system and approved by the GTSC BEFORE the activity takes place or the item is ordered / purchased. Grant modifications cannot increase the dollar amount of the grant award. The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides information on how to submit a grant modification request. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

PAYMENTS - This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization claim must be submitted within 30 days after the end of the mobilization period. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt mobilization claim cannot be paid until the associated progress report is submitted in eGrants. All other claims for this project must be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form with an original signature and all supporting documentation described in the Claim for Payment Instruction Guide must be uploaded in eGrants in the attachments section of the claim. The claim for payment reimbursement request must be submitted through the eGrants system with all required documentation by the due dates listed in the Attachment D (Payment and Reporting Schedule) section of this contract.

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, and the signed and dated Claim for Payment form with supporting documentation must be uploaded in eGrants in the attachment section of the claim by October 30, as the National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>. All contractors, prior to initiating project activity, must read the GTSC's Claim for Payment Instruction Guide.

Items mentioned in the Attachment C (Work Plan Summary) section of this contract are not eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

ATTACHMENT A-1 PROGRAM SPECIFIC TERMS AND CONDITIONS

Items approved in the budget should be ordered by July 31 and must be received by September 30.

Equipment that costs \$5,000 or more per item needs **prior** written approval from the GTSC and the NHTSA. The item being approved in the grant does not mean it has been approved by the NHTSA. You must contact the GTSC to obtain the written approval **before** the item is purchased.

All Educational materials developed for this project must have prior written approval from the GTSC for content and text or be subject to non-reimbursement. Educational materials should include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor's Traffic Safety Committee". The information provided in these materials must be directly related to the initiatives approved in the grant and the materials, including the content and text, must be pre-approved every year, regardless of whether they have been approved in the past.

REPORTING - The Attachment D (Payment and Reporting Schedule) section of this contract outlines the reporting requirements for the Police Traffic Services grant program. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report these activities outside of the regular reporting format. This reporting would be in **addition** to the reports outlined in Attachment D.

The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization report is due on June 18, 2023, two weeks after the conclusion of the Click It or Ticket seat belt enforcement mobilization. Claims for payment for Click It or Ticket enforcement cannot be submitted in eGrants until the associated progress report is submitted.

MONITORING - The GTSC has the right to conduct on-site monitoring of grant funded projects, during the project period or within 3 years after the end of the project period. The GTSC staff will schedule on-site visits at the mutual convenience of the GTSC and the project director or designee.

Contracts are for a one-year period.

Executive Order No. 177, Prohibiting State Contracts that Support Discrimination – The following applies to all contracts, and contract renewals, entered into on or after June 1, 2018 by GTSC for goods, services, technology, or construction, directly or indirectly.

**ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS**

New York State is dedicated to ensuring that all individuals are treated equally, regardless of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis. Pursuant to Executive Order No. 177 of the Governor of the State of New York, GTSC will not do business with entities that promote or tolerate discrimination or infringement on civil rights of New Yorkers and direct State entities.

Contractor must ensure that it is free from institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected status.

Failure to conform to this requirement may, in GTSC's discretion, be treated as a material breach of contract for which GTSC shall be entitled to terminate the Contract without incurring liability for breach thereof upon the part of the State of New York or GTSC.

ADMISSIBILITY OF REPRODUCTION OF CONTRACT - Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Notices to the Contractor shall be addressed to:

Jacqueline Welch
Sergeant
City of Middletown Police Department
2 James St
Middletown, NY 10940

Notices to the State shall be addressed to:

New York State Governor's Traffic Safety Committee
Attn: Program Manager
6 Empire State Plaza, Room 410B
Albany, NY 12228

ATTACHMENT A-1 PROGRAM SPECIFIC TERMS AND CONDITIONS

POLICE TRAFFIC SERVICES GRANT PROGRAM CONDITIONS:

The contractor must provide occupant protection roll-call video training to all patrol officers working on grant related activities. For a copy of the video, contact the Governor's Traffic Safety Committee.

Participation in the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization campaign is a requirement of the Police Traffic Services grant program. Lack of participation will result in the end of funding for the remainder of the grant year.

During the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization campaign, grant funding can **only** be used to conduct occupant restraint enforcement.

Contractors are expected to enforce seat belt and child restraint laws throughout the grant cycle.

GTSC funded PTS projects may include dangerous driving related enforcement activities in the following areas:

- seat belt and child restraint violations
- speeding violations
- aggressive driving violations
- distracted driving violations
- No Empty Chair enforcement initiatives (all five days of enforcement campaign)
- pedestrian safety violations
- motorcycle safety violations
- passing stopped school buses violations and Operation Safe Stop participation
- participation in other special enforcement campaigns identified by the GTSC.
- routine commercial vehicle traffic enforcement violations. (Only routine traffic violations such as speeding, following too closely, failure to yield right of way, unsafe lane change and other related infractions).

GTSC funding may **NOT** be used for the following types of enforcement:

- Motorcycle only details
- Impaired driving details (with the exception of the last day of the No Empty Chair enforcement initiative)
- Commercial vehicle inspection operations, weight details or any other activity relating solely to commercial vehicles

End of Attachment A-1 - Program Specific Terms and Conditions

ATTACHMENT A-2
FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS

FEDERAL POLICY – Policies and procedures of the following federal regulations may be applicable:

23 CFR Part 1300 - Uniform Procedures for State Highway Safety Grant Programs;

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Contractors must also be aware of the following certifications and assurances that are imposed upon them as part of the above regulations:

NONDISCRIMINATION

The contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, grantees and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The contractor:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its grantees, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its grantees, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these NonDiscrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other government or private entities the following clause: "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time; b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein; c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA; d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/ or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and e. To insert this clause, including paragraphs a through c, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program."

POLITICAL ACTIVITY (HATCH ACT)

The contractor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a contractor whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

The contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a contractor, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

End of Attachment A-2 - Federally Funded Grants and Requirements Mandated by Federal Laws

PROJECT NAME:	<u>Police Traffic Services - PTS</u>
CONTRACTOR SFS PAYEE NAME:	<u>MIDDLETOWN CITY OF</u>
CONTRACT PERIOD:	From: <u>10/01/2022</u> To: <u>09/30/2023</u>

Number of Hours	Hourly Rate	Total Personal Services
40	\$80.00	\$3,200.00

Number of Hours	Hourly Rate	Total Personal Services
140	\$80.00	\$11,200.00

[illegible]

Contract Number: #T006929
Page 1 of 1
Attachment B-1 Expenditure Based Budget

**ATTACHMENT C
WORK PLAN
SUMMARY**

PROJECT NAME: Police Traffic Services - PTS

CONTRACTOR SFS PAYEE NAME: MIDDLETOWN CITY OF

CONTRACT PERIOD: From: 10/01/2022

To: 09/30/2023

General:

Police Traffic Services (PTS) grants are intended to provide funding for supplemental, overtime enforcement hours to police agencies to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction. The goal of this program is to reduce motor vehicle crashes and their resulting injuries and deaths.

Special conditions relating to the Police Traffic Services grant program are provided in the Attachment A-1 (Program Specific Terms and Conditions) section of this contract.

Items mentioned in the Attachment C (Work Plan Summary) are **not** eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" Campaign:

Buckle Up New York (BUNY), "Click It or Ticket (CIOT)", is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use.

Contractor must participate in the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization that will take place May 22 – June 4, 2023. No other enforcement activities will be funded during the two-week mobilization period.

Lack of participation in the required Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization will result in the end of funding for the remainder of the grant year.

The Click It or Ticket section of the Work Plan is what the Contractor identified as their planned seat belt enforcement strategies during the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization.

Regular PTS Enforcement:

The Regular PTS section of the Work Plan is what the Contractor identified as their jurisdictions crash problems, enforcement strategies, and their agency's crash reduction goals.

CLICK IT OR TICKET

Buckle Up New York (BUNY), "Click It or Ticket" (CIOT), is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use. The Governor's Traffic Safety Committee (GTSC) has set a strategic goal to increase the observed statewide seat belt use rate and to decrease unrestrained occupant fatalities in passenger vehicles. The strategies identified for accomplishing these goals include high visibility enforcement; public information and education.

Lack of participation in the required Click It or Ticket seat belt enforcement mobilization will result in the end of funding for the remainder of the grant year.

No other enforcement activities will be funded during the two-week mobilization period.

1. This agency will participate in the Click It or Ticket seat belt enforcement mobilization that will take place May 22 – June 4, 2023. ☒
2. Agency agrees to submit the Click It or Ticket seat belt enforcement mobilization progress report by June 18, 2023—two weeks after conclusion of the Click It or Ticket mobilization. ☒
3. Agency agrees to submit the Click It or Ticket seat belt enforcement mobilization claim for payment by July 5, 2023. ☒
4. How many dedicated seat belt details does your agency plan to staff during the Click It or Ticket enforcement period? **2**

a. Which of the following enforcement strategies will your agency employ?

Check all that apply: Checkpoints ☐ Roving patrols ☒ Bicycle patrols ☐

Other ☒ Please explain: **spotter in hot spot areas**

5. This agency will plan inter-agency enforcement details: Yes ☐ No ☒

If yes, list at least one partner agency:

6. This agency will conduct a pre- or post-mobilization seat belt compliance survey: Yes ☐ No ☒

7. This agency will conduct at least one enforcement detail between the hours of 4:00 pm and 8:00 pm:
Yes ☒ No ☐

8. In the space below, provide additional information about your planned seat belt enforcement operations, such as locations to be used, tactics, creative approaches, etc.

An officer in civilian clothes will post near active intersections and call out to 4 marked patrol officers seat belt violations which the member is able to observe. This will be conducted on 2 different dates during the seat belt mobilization campaign. This has been successful in the past for the seat belt mobilization campaign.

On at least 3 other dates, marked patrol officers will be posted on Dolson Ave and Wickham Ave and target seat belt violations. These areas are major traffic areas in our jurisdiction.

Earned media refers to publicity gained through promotional efforts other than paid media advertising. This includes outreach to local news outlets and/or social media to promote the use of occupant restraints. **Media kits are available on line at <https://www.trafficsafetymarketing.gov/gct-materials/seat-belts>**

9. This agency will conduct earned media efforts prior to or during the 2023 Click It or Ticket enforcement mobilization Yes ☒ No ☐

List outreach:

Facebook

10. Conduct occupant protection roll-call video training for all patrol officers working on grant related activities. For a copy of the video, contact the Governor's Traffic Safety Committee.

YES, we will incorporate this ☒

End of Click It or Ticket Work Plan

REGULAR PTS

1. Please name/identify specific locations where crashes are occurring in your jurisdiction. (If multiple, please list your top 3 locations). Provide details.

Location 1 Dolson Ave is our current area of concern due to the fact that there were 116 accidents on this roadway in the calendar year 2021 (in house RMA Data). This roadway consists of 4 lanes of travel as well as a middle lane used for turning into the numerous retail stores and restaurants located along this Dolson Ave which is approximately a mile long.

Location 2 Wickham Ave is major roadway that residents use to access the city from the Town of Wallkill. This roadway is also known as State Route 211, however it is called Wickham Ave in the City of Middletown. There is high volume on this roadway as it has a large number of retail business and restaurants just over the city line.

Location 3 Intentionally left blank.

2. What is/are the primary contributing factor(s) causing these crashes? Provide crash data.

Location 1 Primary contributing factors for Dolson Ave are driver inattention at 18% and speeding at 11%. (ITSMR) Vehicles are entering from Interstate 84 and do not realize that the city wide speed limit is 30mph, a typical vehicle stop for speeding in this area is for 40 mph to 50mph.

Location 2 Primary contributing factors for Wickham Ave are failure to yield right of way at 20% and driver inattention at 18%. (ITSMR)

Due to the large amount of vehicular traffic on Wickham Ave, waiting for the light could take up to three light cycles if it is later in the afternoon. Drivers are in a hurry to make the traffic light on Wickham Ave and disobeying the traffic control device or fail to yield right of way when making a turn at the intersection. These are contributing factors to accidents in this area.

Location 3 Intentionally left blank.

3. When are these crashes occurring (time of day, day of week and/or month(s) of year)? Provide crash data.

Location 1 Accidents are the highest on Mondays, Wednesday & Thursdays from 4pm-8p with 44% of our accidents occurring during this time of the week. This data comes from our RMS and TSSR combined. The months that are problematic from 2021 were May, September & November which produced 31% of our accidents from the month.

Location 2 Accidents are the highest on Mondays, Wednesday & Thursdays from 4pm-8p with 44% of our accidents occurring during this time of the week. This data comes from our RMS and TSSR combined. The months that are problematic from 2021 were May, September & November which produced 31% of our accidents from the month.

Location 3 Intentionally left blank.

4. Enforcement Strategy: How will you deploy agency resources to address this problem? Provide details.

Remainder of page intentionally left blank. Go to page 5.

Location 1 This area is best addressed using multiple marked patrol units to address improper lane changes and failure to obey traffic control devices along the mile long stretch of the road . A spotter (unmarked vehicle) can be stationed in the parking lots facing the intersections and traffic control devices to advise marked patrol in the area of the violation . The marked unit will then conduct a vehicle stop for the violation.

A team of 4 members is ideal for this location. The roadway is open and there is plenty of space along the road and parking lots that can be utilized to see the violations.

Location 2 This area is a little more difficult to address as the intersection sits on top of a hill and the glare from the sunlight during the evening hours makes it difficult. We are going to try a different tactic this time around and utilize an officer on foot in the area (typically where the crossing guards stand) to observe the violation and then advised marked patrol units of the violation and direction of travel of the vehicle.

A team of 4 members is ideal for this enforcement detail due to the location and environmental constraints. 3 in marked patrol vehicles and 1 on foot/unmarked patrol.

Location 3 Intentionally left blank.

5. The overarching mission of the PTS grant program is to reduce personal injury and fatal crashes. Provide your agency's crash reduction goal in percentage or total number.

Location 1 There was an increase in vehicular traffic which may be attributed to more lax COVID restrictions, we saw a marked increase in accidents in 2021 compared to 2020. A 3% reduction in accidents in this location would be ideal with the hope to reach a 4%.

Location 2 There was an increase in vehicular traffic which may be attributed to more lax COVID restrictions, we saw a marked increase in accidents in 2021 compared to 2020. A 3% reduction in accidents in this location would be ideal with the hope to reach a 4%.

Location 3 Intentionally left blank.

Supporting data used above was obtained from (check all that apply):

Crash Ticket Data Table from ITSMR; ☒

TSSR; ☒

TraCS; ☒

Agency Data; ☒

Other: ☐

Remainder of page intentionally left blank. Go to page 6.

Check **voluntary** enforcement initiatives your agency plans to participate in from the list below.

Distracted Driver Campaigns; ☒

Operation Safe Stop; ☒

No Empty Chair; ☐

Pedestrian Safety Enforcement Mobilization; ☐

Speed Awareness Enforcement Mobilization; ☒

Regional or multi-agency enforcement waves that support GTSC goals (must not be an impaired wave (with the exception of the last day of the No Empty Chair enforcement initiative), commercial motor vehicle inspection or motorcycle only checkpoint.) ☐

End of Regular PTS Work Plan

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0.00%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of 0 percent (0.00%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than 0 days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period _____	Amount _____	Due Date _____
Period _____	Amount _____	Due Date _____
Period _____	Amount _____	Due Date _____
Period _____	Amount _____	Due Date _____

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (0.00%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*)

☒ Quarterly Reimbursement

Due Date 1/30/2023, 04/30/2023, 07/30/2023 and 10/30/2023

☐ Monthly Reimbursement

Due Date _____

☐ Biannual Reimbursement

Due Date _____

☐ Fee for Service Reimbursement

Due Date _____

☐ Rate Based Reimbursement

Due Date _____

☐ Fifth Quarter Reimbursement

Due Date _____

☐ Milestone/Performance Reimbursement

Due Date/Frequency _____

☐ Scheduled Reimbursement

Due Date/Frequency _____

☐ Interim Reimbursement as Requested by Contractor _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

☐ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☒ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☐ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.

☐ Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until _____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than _____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
1	10/01/2022 - 03/31/2023	04/15/2023
2	05/22/2023 - 06/04/2023	06/18/2023
3	10/01/2022 - 09/30/2023	10/15/2023

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

Claims for Reimbursement:

This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization claim must be submitted within 30 days after the end of the mobilization period. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt mobilization claim cannot be paid until the associated progress report is submitted in eGrants. All other claims for this project must be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form with an original signature and all supporting documentation described in the Claim for Payment Instruction Guide must be uploaded in eGrants in the attachments section of the claim. The claim for payment reimbursement request must be submitted through the eGrants system with all required documentation by the due dates listed in the Attachment D (Payment and Reporting Schedule) section of this contract.

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, and the signed and dated Claim for Payment form with supporting documentation must be uploaded in eGrants in the attachments section of the claim by October 30, as the National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>. All contractors, prior to initiating project activity, must read the GTSC's Claim for Payment Instruction Guide.

Reports:

This Attachment D (Payment and Reporting Schedule) outlines the reporting requirements for the Police Traffic Services grant program. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report these activities outside of the regular reporting format. This reporting would be in **addition** to the reports outlined in Attachment D.

The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization report is due on June 18, 2023, two weeks after the conclusion of the Click It or Ticket seat belt enforcement mobilization. Claims for payment for Click It or Ticket enforcement cannot be submitted in eGrants until the associated progress report is submitted.

The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides step-by-step instructions on how to initiate and submit a claim for reimbursement and /or progress report through the eGrants system. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

End of Attachment D - Payment and Reporting Schedule

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09.06.22

Index No: 197-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
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Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution authorizing a \$3000 budget transfer for the purchase of Chlorine

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$3000 in the following manner to cover the rising costs of chlorine for the City's pools.

FROM	AMOUNT	TO
A.7180.440	\$3,000	A.7180.450
Swimming Pools – Repairs to Equipment		Swimming Pools – Material & Supplies

Middletown Recreation and Parks Department

898 CR-78, Middletown, New York 10940 Tel: (845)846-4180 Fax: (845)844-2918



Monday, August 22, 2022

RE: Transfer within 2022 Operating Budget

Dear Board of Estimates & Council Members:

The Recreation & Parks Department is requesting authorization for the Treasurer to transfer \$3,000.00 from account A.7180.440 Swimming Pools - Repairs to Equipment to account A.7180.450 Swimming Pools - Materials & Supplies to cover the rising costs of chlorine for our pools.

Sincerely,

Raelynn Bertholf, Superintendent of Recreation
Middletown Recreation & Parks Department

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09.06.22

Index No: 198-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
-------	------	------	---------	--------

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

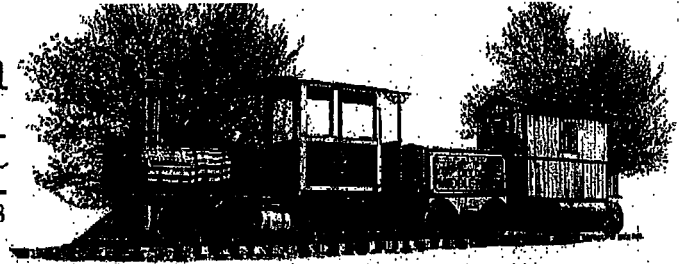
**Resolution accepting a \$477.50 donation from United Way of Dutchess-Orange Region for
Cops and Kids Field Day**

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts a \$477.50 donation from the United Way Dutchess-Orange Region for the July 16, 2022 Cops & Kids Field Day Event in Collaboration with Middletown Cares Coalition.

FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to deposit the donation into revenue budget line A.2705.00 Gifts & Donations and increase budget line A.7321.450 Special Programs Materials & Supplies.

Middletown Recreation and Parks Department

398 CR-78, Middletown, New York 10940 Tel: (845)846-4180 Fax: (845)844-2918



Monday, August 22, 2022

RE: Authorization to accept donation

Dear Board of Estimates & Council Members:

The Recreation & Parks Department was given a donation in the amount of \$477.50 from United Way of the Dutchess-Orange Region for the July 16, 2022 Cops & Kids Field Day Event in Collaboration with Middletown Cares Coalition. Please accept this donation and authorize the Treasurer to deposit the donation into revenue budget line A.2705.00 Gifts & Donations and increase budget line A.7321.450 Special Programs Materials & Supplies.

Sincerely,

Raelynn Bertholf, Superintendent of Recreation
Middletown Recreation & Parks Department

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09.06.22

Index No: 199-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
-------	------	------	---------	--------

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution accepting a \$500 donation from the Orange County Runners Club

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts a \$500 donation from the Orange County Runners Club.

FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to deposit the donation into revenue budget line A.2705.00 Gifts & Donations.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09.06.22

Index No: 200-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution authorizing a \$106,473.50 budget transfer for Parking Lot Paving

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$106,473.50 in the following manner to cover the costs of paving the following City owned parking lots: City Hall (\$25,855.00), Senior Center (\$60,754.80) and Recreation Center/ Police Academy (\$19,863.70).

FROM

A.1620.453
Paving & Drainage

AMOUNT

\$4,000

TO

A.5110.453
Paving & Drainage

H.0751.453
Paving of City Streets - ARPA

\$97,473.50

A.5110.453
Paving & Drainage

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: August 29, 2022

To: Honorable Mayor DeStefano, Council President Rodrigues,
Members of the Board of Estimate and Apportionment, Members
of the Common Council

Cc: Leonora Liz, Treasurer and Richard McCormack, City Clerk

From: Jacob Tawil, Commissioner of Public Works

Re: Funding Transfer for Paving of City Owned Lot

The City will be paving the following City owned parking lots, at the costs as broken down below:

1. City Hall in the amount of \$25,855.00
2. Senior Center in the amount of \$60,754.80
3. Recreation Center/ Police Academy in the amount of \$19,863.70

Total paving cost is \$106,473.50; \$9,000 can be available from DPW paving accounts. The balance of \$97,473.50 is requested from the H.0751.453 account.

As such,

I. We are respectfully requesting a transfer of funds in the amount of \$4,000 from DPW account A.1620.453, Paving and Drainage, into, account A.5110.453, Paving and Drainage, where there is already an available balance of \$5,000.

FROM	AMOUNT	TO
A.1620.453 Paving & Drainage	\$4,000	A.5110.453 Paving & Drainage

II. We are respectfully requesting a second fund transfer from account H.0751.453 in the amount of \$97,473.50, which will be used to pay the remaining balance of the subject paving work.

FROM	AMOUNT	TO
H.0751.453	\$97,473.50	A.5110.453 Paving & Drainage

Thank you.

JT/kg

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09.06.22

Index No: 201-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

**Resolution authorizing a \$10,000 budget transfer for Overtime at
the Waste Water Treatment Plant**

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$10,000 in the following manner to cover overtime at the Waste Water Treatment Plant due to shift coverage.

FROM

G.8120.100

Pers. Svcs. – Storm & Sanitary Sewer

AMOUNT

\$10,000.00

TO

G.8130.103

Overtime – WWTP

DEPARTMENT OF PUBLIC WORKS

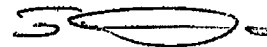
MEMORANDUM

Date: August 30, 2022

To: Honorable Mayor DeStefano, Council President Rodrigues,
Members of the Board of Estimate and Apportionment, Members of the
Common Council

Cc: Leonora Liz, Treasurer and Richard McCormack, City Clerk

From: Jacob S. Tawil, P.E.- Commissioner of Public Works



Re: Transfer of Funds- WWTP Overtime

We are respectfully requesting a transfer of funds from the Personal Service line, G.8120.100, into the WWTP Overtime account, G.8130.103. This transfer is needed due to the amount of overtime at the beginning of the year due to necessary shift coverage at the WWTP.

FROM	AMOUNT	TO
G.8120.100	\$10,000.00	G.8130.103
Pers. Svcs. – Storm & Sanitary Sewer		Overtime - WWTP

Thank you.

JT/kg

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09.06.22

Index No: 202-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
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Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution approving a \$29,000 letter of credit from Highrose Ridge

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and approves a letter of credit that was issued for the project Highrose Ridge, in the name of the applicant HBR Homes LLC, for the amount of \$29,000. This letter of credit will replace the since expired letters of credit, OD20002675 and OD20002676 in the total amount of \$309,000 as the entire project is substantially completed.

This letter of credit is valid and will expire on February 20, 2023.

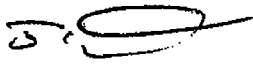
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: August 30, 2022

To: Honorable Mayor DeStefano, Council President Rodrigues,
Members of the Board of Estimate and Apportionment, Members
of the Common Council

Cc: Leonora Liz, Treasurer and Richard McCormack, City Clerk

From: Jacob Tawil, Commissioner of Public Works 

Re: Line of Credit for Highrose Ridge

Attached, please find the letter of credit that was issued for the project Highrose Ridge, in the name of the applicant HBR Homes LLC, for the amount of \$29,000. This letter of credit will replace the since expired letters of credit, OD20002675 and OD20002676 in the total amount of \$309,000 as the entire project is substantially completed.

This letter of credit is valid and will expire on February 20, 2023.

Thank you.

JT/kg

Brian Smith

From: Tom M DePuy <tmdepuy@tmdepuy.com>
Sent: Monday, August 15, 2022 4:35 PM
To: jtawil14@yahoo.com; Jacob Tawil; Brian Smith; Walter Welch
Cc: Brian Rosen (br@aptitudere.com); yanir1@msn.com
Subject: Highrose (aka Amchir)
Attachments: Bond Summary Letter Update 8-15-22.pdf

See attached updated work to complete information

Thomas M. DePuy

T.M. DePuy Engineering & Land Surveying P.C.

2656 Route 302

Middletown, NY 10941

Tel: (845) 361-5421

Fax: (845) 361-5229

tmdepuy@tmdepuy.com

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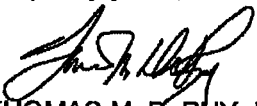
SECTION C - The only remaining items in this section is the stormwater ponds. The outlet structures need to be modified. The temporary outlet needs to be removed and the orifice plates installed. A fence needs to be installed around Ponds 3 and 4. The wetland mitigation area will need to be re-hydro seeded and the area along the cul-de-sac will need to be re-seeded.

SECTION C				
<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total</i>
Stormwater Pond Rehab	2	Each	\$1,500.00	\$3,000.00
Stormwater Pond Fencing	2	Each	\$8,750.00	\$17,500.00
Wetland Mitigation	0.10	Each	\$10,000.00	\$1,000.00
Other Landscaping	1	LS	\$500.00	\$500.00
Light Pole Replacement	1	LS	\$500.00	\$500.00
Finalize Light Pole Installation	1	LS	\$1,000.00	\$1,000.00
<i>Subtotal</i>				\$23,500.00
10% Contingency				\$2,350.00
<i>Total</i>				\$25,850.00
SAY				\$29,000.00

Total for Sections A, B and C is \$63,200.00.

If you have any questions, please feel free to contact me. Thank you.

Very truly yours,


THOMAS M. DePUY, PE/LS

TMD/sld

cc: Walter Welch
Brian Smith
Brian Rosen



SIGNATURE BANK®

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER S93061499

DATE OF ISSUE: AUGUST 29, 2022

APPLICANT: HBR HOMES LLC
669 RIVER DRIVE
EMLWOOD PARK NJ 07407

BENEFICIARY: CITY OF MIDDLETOWN
16 JAMES STREET
MIDDLETOWN NY 10940

AT THE REQUEST AND FOR THE ACCOUNT OF APPLICANT, WE SIGNATURE BANK NEW YORK, NY ("ISSUER") ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT NO. S93061499 ("STANDBY") IN FAVOR OF BENEFICIARY IN THE MAXIMUM AGGREGATE AMOUNT OF US\$ 29,000.00.

THIS STANDBY IS DRAWN AGAINST BY PRESENTATION TO SIGNATURE BANK ONLY AT THE OFFICE LOCATED AT 1400 BROADWAY, 7TH FLOOR, NEW YORK, NY 10018, ATTENTION: MANAGER, STANDBY LETTER OF CREDIT DEPT, OR SUCH SUBSTITUTE LOCATION OF WHICH ISSUER NOTIFIES BENEFICIARY BY COURIER OR OTHER RECEIPTED MEANS OF DELIVERY SENT TO BENEFICIARY AT LEAST 10 DAYS BEFORE PRESENTATION.

DOCUMENTS REQUIRED:

FUNDS UNDER THIS STANDBY ARE AVAILABLE AGAINST THE BENEFICIARY'S DEMAND FOR PAYMENT DRAWN ON SIGNATURE BANK IN THE FORM OF ANNEXED PAYMENT DEMAND, WHICH IS AN INTEGRAL PART HEREOF & MUST BE PURPORTEDLY SIGNED BY AN AUTHORIZED SIGNATORY OF THE BENEFICIARY.

THE ORIGINAL OF THIS STANDBY, AND ALL ORIGINAL AMENDMENTS, IF ANY, MUST ACCOMPANY ALL DRAWINGS OR OTHER TRANSACTIONS HEREUNDER.

SPECIAL INSTRUCTION(S):

ALL BLANKS ON STATEMENTS, DRAFTS OR ANY OTHER DOCUMENTS MUST BE FILLED IN. ALL DRAFTS AND DOCUMENTS MUST BE MARKED "DRAWN UNDER SIGNATURE BANK STANDBY LETTER OF CREDIT NO. S93061499 DATED AUGUST 29, 2022."

SIGNATURE BANK IS AUTHORIZED TO ACCEPT AND SHALL ACCEPT ANY STATEMENT, DOCUMENT OR INSTRUMENT FURNISHED HEREUNDER AS BINDING AND CORRECT WITHOUT INVESTIGATION OR RESPONSIBILITY FOR THE ACCURACY, VERACITY, CONCLUSORY CORRECTNESS, OR VALIDITY OF THE SAME OR ANY PART THEREOF, OR OF ANY SIGNATURE THEREON.

PARTIAL AND MULTIPLE DRAWINGS UNDER THIS STANDBY ARE PERMITTED. ANY PAYMENT MADE UNDER THIS STANDBY SHALL REDUCE THE AMOUNT AVAILABLE UNDER IT.

THIS STANDBY IS TRANSFERABLE IN WHOLE AND NOT IN PART, AND MAY BE TRANSFERRED SUCCESSIVELY, AND ONLY UPON THE TERMS AND CONDITIONS SET FORTH IN THIS STANDBY AND IN ANNEXED TRANSFER DEMAND, WHICH IS AN INTEGRAL PART HEREOF.

UNDER NO CIRCUMSTANCES SHALL THIS STANDBY BE TRANSFERRED TO ANY PERSON OR ENTITY WITH WHICH U.S. PERSONS OR ENTITIES ARE PROHIBITED FROM CONDUCTING BUSINESS UNDER U.S. FOREIGN ASSET CONTROL REGULATIONS OR IS OTHERWISE IN CONTRAVENTION OF U.S. LAW.



SIGNATURE BANK®

IN THE EVENT OF A REQUEST TO TRANSFER THIS STANDBY PLEASE EXECUTE ANNEXED TRANSFER DEMAND, WITH THE SIGNATURE VERIFICATION STAMP OF THE BENEFICIARY'S BANK, AND RETURN THE FORM TO SIGNATURE BANK AT THE ADDRESS SPECIFIED ON ANNEXED TRANSFER DEMAND, ALONG WITH THIS ORIGINAL STANDBY, AND THE ORIGINAL OF ANY AMENDMENTS.

UPON ANY SUCH TRANSFER, SIGNATURE BANK SHALL ENDORSE THE ORIGINAL OF THIS STANDBY TO THE NAME OF THE TRANSFEREE AND SEND AN ACKNOWLEDGMENT TO BOTH THE TRANSFEREE AND CURRENT BENEFICIARY.

ALL FEES FOR TRANSFER OF THIS STANDBY CHARGED BY SIGNATURE BANK SHALL BE FOR THE ACCOUNT OF THE APPLICANT.

ALL FEES CHARGED BY SIGNATURE BANK SHALL BE IN ACCORDANCE WITH SIGNATURE BANK'S FEE SCHEDULE AND SHALL BE FOR THE ACCOUNT OF THE APPLICANT.

THE EXPIRATION DATE OF THIS STANDBY IS FEBRUARY 20, 2023.

ISSUER SHALL NOT MAKE ANY PAYMENT UNDER THIS STANDBY, TO OR AT THE REQUEST OF ANY PERSON OR ENTITY IF SUCH PAYMENT IS PROHIBITED BY U.S. OFFICE OF FOREIGN ASSETS CONTROL REGULATIONS OR IS OTHERWISE IN CONTRAVENTION OF U.S. LAW.

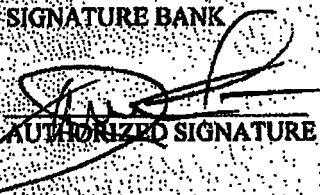
THIS STANDBY IS SUBJECT TO THE PROVISIONS OF THE INTERNATIONAL STANDBY PRACTICES OF THE INTERNATIONAL CHAMBER OF COMMERCE EFFECTIVE JANUARY 1, 1999 (ISP98) AND, TO THE EXTENT NOT INCONSISTENT THEREWITH, SHALL ALSO BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, U.S.A (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PROVISIONS THEREOF) INCLUDING BUT NOT LIMITED TO ARTICLE 5 OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT ON THE DATE OF ISSUANCE OF THIS STANDBY.

SIGNATURE BANK HEREBY ENGAGES WITH THE DRAWERS OF DRAFTS AND DOCUMENTS PRESENTED DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS STANDBY, THAT THE SAME SHALL BE DULY HONORED ON PRESENTATION TO SIGNATURE BANK AT THE AFOREMENTIONED OFFICE NOT LATER THAN FEBRUARY 20, 2023. (EXPIRATION DATE).

IN CASE OF ANY INQUIRIES IN CONNECTION WITH THIS STANDBY, YOU MAY CONTACT SIGNATURE BANK AT (646) 822-4162.

THIS IRREVOCABLE STANDBY LETTER OF CREDIT CONSISTS OF FOUR (4) PAGES.

SIGNATURE BANK



AUTHORIZED SIGNATURE



SIGNATURE BANK®

THIS IS AN INTEGRAL PART OF THE STANDBY LETTER OF CREDIT NO. S93061499

ANNEXED PAYMENT DEMAND

FOR VALUE RECEIVED

DATED: _____

PAY AT SIGHT TO _____

THE SUM OF _____

US DOLLARS (USD _____)

DRAWN UNDER SIGNATURE BANK STANDBY LETTER OF CREDIT NO. S _____, DATED _____, 20____

ALL PAYMENTS WILL BE MADE BY WIRE TRANSFER ONLY; NO PAYMENTS WILL BE MADE BY CHECK. TO EXPEDITE PAYMENT, PLEASE INCLUDE CLEAR AND CORRECT WIRE TRANSFER INSTRUCTIONS

NAME OF RECEIVING BANK: _____

ABA NUMBER OF RECEIVING BANK: _____

ACCOUNT NAME OF BENEFICIARY: _____

BENEFICIARY ACCOUNT NUMBER: _____

THE BENEFICIARY ACKNOWLEDGES SIGNATURE BANK'S DISCLAIMER OF ANY RESPONSIBILITY IN THE EVENT UNCLEAR AND/OR INACCURATE WIRE TRANSFER INSTRUCTIONS ARE PROVIDED TO SIGNATURE BANK.

TO:
SIGNATURE BANK
ATTN: MANAGER, STANDBY LETTER OF CREDIT
1400 BROADWAY, 7TH FLOOR,
NEW YORK, NY 10018

AUTHORIZED SIGNATORY

PRINT NAME AND TITLE

THE SIGNATURE BELOW CONSTITUTES AN ENDORSEMENT OF THIS SIGHT DRAFT.

AUTHORIZED SIGNATORY

PRINT NAME AND TITLE



SIGNATURE BANK®

THIS IS AN INTEGRAL PART OF THE STANDBY LETTER OF CREDIT NO. S93061499

ANNEXED TRANSFER DEMAND

DATE:

SIGNATURE BANK
ATTN: MANAGER, STANDBY LETTER OF CREDIT
1400 BROADWAY, 7TH FLOOR
NEW YORK, NY 10018

RE: STANDBY LETTER OF CREDIT NUMBER S _____ ISSUED BY SIGNATURE BANK (THE "ISSUER") AT THE REQUEST OF
ITS CLIENT _____ (THE "APPLICANT").

FOR VALUE RECEIVED, THE UNDERSIGNED BENEFICIARY HEREBY IRREVOCABLY TRANSFERS ALL RIGHTS OF THE
UNDERSIGNED BENEFICIARY TO DRAW UNDER THE ABOVE STANDBY IN ITS ENTIRETY TO:

TRANSFEREE: _____

ADDRESS OF TRANSFEREE: _____

PHONE NUMBER FOR TRANSFEREE: _____

EMAIL ADDRESS FOR TRANSFEREE: _____

CONTACT NAME FOR TRANSFEREE: _____

BY THIS TRANSFER, ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY IN SUCH STANDBY ARE TRANSFERRED TO THE
TRANSFEREE AND THE TRANSFEREE SHALL HAVE THE SOLE RIGHTS AS BENEFICIARY THEREOF, INCLUDING SOLE RIGHTS
RELATING TO ANY AMENDMENTS, WHETHER INCREASES OR EXTENSIONS OR OTHER AMENDMENTS, AND WHETHER NOW
EXISTING OR HEREAFTER MADE. ALL AMENDMENTS ARE TO BE ADVISED DIRECT TO THE TRANSFEREE WITHOUT
NECESSITY OF ANY CONSENT OF OR NOTICE TO THE UNDERSIGNED BENEFICIARY.

THE ORIGINAL (AND ANY ADVICE) OF THE STANDBY IS RETURNED ENCLOSED HERewith, TOGETHER WITH THE ORIGINALS
OF ANY AMENDMENTS THERETO, AND WE ASK SIGNATURE BANK TO ENDORSE THE ORIGINAL STANDBY TO THE NAME OF
THE TRANSFEREE BENEFICIARY AND TO FORWARD IT DIRECTLY TO THE TRANSFEREE WITH SIGNATURE BANK'S
CUSTOMARY NOTICE OF TRANSFER, AT THE ABOVE LISTED TRANSFEREE'S ADDRESS.

NAME OF BENEFICIARY _____

AUTHORIZED SIGNATORY _____

PRINT NAME AND TITLE _____

THE ABOVE SIGNATURE OF THE PERSON WHOSE NAME AND TITLE ARE SET FORTH ABOVE CONFORMS WITH THAT ON FILE
WITH US AND SAID PERSON IS AUTHORIZED TO EXECUTE THIS TRANSFER DEMAND FOR THE BENEFICIARY NAMED ABOVE.

(BENEFICIARY'S BANK) _____

BY: _____
AUTHORIZED SIGNATORY

PRINT NAME AND TITLE - PHONE NO. _____

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09.06.22

Index No: 203-22

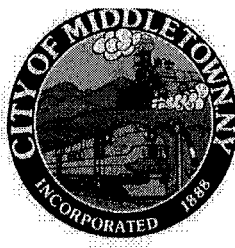
NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution authorizing a \$5000 budget transfer for Alderman's Salary

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$5000 in the following manner to cover an Alderman's Salary through the end of FY 2022

FROM	AMOUNT	TO
General Fund Balance	\$5,000	A.1010.100 PERSONAL SERVICES



Richard P. McCormack
City Clerk, Registrar

CITY OF MIDDLETOWN

Office of the City Clerk, Registrar & Common Council Clerk

16 James Street, Middletown, NY 10940

Tel: (845) 346-4166 Fax: (845) 344-5428 www.middletown-ny.com

To: Mayor DeStefano, Council President Rodrigues, Members of the Board of Estimate and Members of the Common Council

From: Rick McCormack, City Clerk

CC: Leonora Liz, City Treasurer

RE: Budget Transfer for Alderman Salary

Prior to January of 2022, Alderman Kleiner declined the approved increase in his Alderman salary. Upon election to a new term, beginning January 1, 2022, Ald. Kleiner is now receiving the full salary.

The adopted 2022 Budget reflects his previous salary of \$10,000.

I am request the following budget transfer to cover the Alderman's salary through the end of FY2022.

FROM	AMOUNT	TO
General Fund	\$5000	A.1010.100
		PERSONAL SERVICES

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09.06.22

Index No: 204-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
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Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

**Resolution Authorizing An Agreement With Permitium To Provide An Online Application
For Vital Records Requests**

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with Permitium to provide an online application for Vital Records Requests. There is no cost to the City.

Permitium will provide the residents with a secure, online application platform to request Birth, Death and marriage certificates. Customers will be able to request and pay for certificates online.

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign the attached contract.



Richard P. McCormack
City Clerk, Registrar

CITY OF MIDDLETOWN

Office of the City Clerk, Registrar & Common Council Clerk

16 James Street, Middletown, NY 10940

Tel: (845) 346-4166 Fax: (845) 344-5428 www.middletown-ny.com

To: Mayor DeStefano, Council President Rodrigues, Members of the Board of Estimate and Members of the Common Council

From: Rick McCormack, City Clerk

CC: Leonora Liz, City Treasurer

RE: Authorization to enter into an agreement with Permitium

Attached please find an agreement with Permitium to provide an online application for Vital Records Request.

At no cost to the City, Permitium will provide the residents with a secure, online application platform to request Birth, Death and marriage certificates.

Customers will be able to request and pay for certificates online.

I am requesting the Board of Estimate authorize the Contract and they Mayor to sign the agreement.

USER LICENSE AGREEMENT FOR AN ONLINE VITAL RECORDS REQUEST APPLICATION

This user license agreement for an online vital records request application (the "User License Agreement") is made and entered into this ____ day of _____, by and between the City of Middletown City Clerk (the "Customer") and Permitium, LLC ("Permitium"), a corporation in good standing authorized to do business in the State of North Carolina with its principal place of business at 10617 Southern Loop Blvd. Pineville, NC 28134.

For and in consideration of the mutual promises set forth in the User License Agreement, the adequacy of which is hereby expressly acknowledged, the parties do mutually agree as follows:

1. **Basic Obligations of Permitium.** Permitium hereby agrees to provide the services described in the attached Statement of Work (attached hereto as Exhibit 1) in accordance with the terms and conditions of this User License Agreement as requested in writing by the Customer.
2. **Basic Obligations of the Customer.** For any services requested in writing by the Customer, the Customer agrees to compensate Permitium at the rates set forth in the attached Statement of Work (Exhibit 1).
3. **Term.** Contract will be effective from _____ through _____. This Agreement shall be automatically renewed for successive one (1) year terms unless either Party provides the other Party with sixty (60) days prior written notice to the end of the Initial Term or the Renewal Term.
4. **Fee Collection and Payment.** Permitium will collect online payments and agrees to deliver the Customer a monthly statement by the 25th of each month which will be itemized for every transaction submitted the previous month along with a check or ACH for the total amount collected less credit card fees listed on Exhibit 1.
5. **Termination for Cause.** At any time after 30 days of the software deployment, the Customer may terminate this User License Agreement immediately and without prior notice if Permitium is unable to meet goals and timetables or if the Customer is dissatisfied with the quality of services provided.
6. **Insurance.** Permitium agrees to maintain a minimum of \$6,000,000 in general liability, \$5,000,000 in cyber liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this User License Agreement. Certificates of such insurance shall be furnished by the Permitium to the Customer and shall contain the provision that the Customer is given ten (10) days' written notice of any intent to cancel or terminate by either the Permitium or the insuring company. Failure to furnish such insurance certificates or maintain such insurance shall be deemed a material breach and grounds for immediate termination of this User License Agreement. All Permitium liabilities as

defined within this User License Agreement will be capped at the greater of the compensation received by Permitium, or the above stated insurance liability policy limits.

7. **Taxes.** Permitium shall pay all federal, state and FICA taxes for all of its employees participating in the provision of services under this User License Agreement.
8. **Monitoring and Auditing.** Permitium shall cooperate with the Customer, or with any other person or agency acting at the direction of the Customer, in their efforts to monitor, audit, or investigate activities related to this User License Agreement. Permitium shall provide any auditors retained by the Customer with access to any records and files related to the provision of services under this User License Agreement upon reasonable notice. The Customer agrees that its auditors will maintain the confidentiality of any trade secrets of Permitium that may be accessed during an audit conducted under this User License Agreement.
9. **Confidentiality Information.** Permitium agrees that all records, data, personnel records, and/or other confidential information that come within Permitium's possession in the course of providing services to the Customer under this User License Agreement (hereinafter, "Confidential Information") shall be subject to the confidentiality and disclosure provisions of all applicable federal and state statutes and regulations, as well as any relevant policies of the Customer. All data and/or records provided by the Customer to Permitium shall be presumed to be Confidential Information subject to the terms of this section unless the Customer specifically indicates in writing that the requirements of this section do not apply to a particular document or group of documents.

Permitium agrees to receive and hold Confidential Information, whether transmitted orally, in writing or in any other form, and whether prepared by a party or its Representatives, in strict confidence, and to use the Confidential Information solely for the purpose of facilitating Customer's use of Permitium's products and services. Except as essential to Permitium's obligations to Customer, Permitium shall not copy any of the Confidential Information, nor shall Permitium remove any Confidential Information or proprietary property or documents from Customer premises without written authorization of the Customer. Permitium acknowledges its understanding that any unauthorized disclosure of Confidential Information may result in penalties and other damages.

10. **Security.** Permitium represents and warrants that all documents and information provided to Permitium by or behalf of the Customer, including but not limited to Confidential Records, shall be stored and maintained by Permitium with the utmost care and in conformity with standards generally accepted in Permitium's industry for the types of records being stored and maintained. Permitium further represents and warrants that any online access to the Customer's records authorized persons pursuant to this User License Agreement shall be safe, secure, and password-protected and provided with the utmost care and in conformity with standards generally accepted in Permitium's industry for the types of records being stored and maintained, and that no person shall be

permitted to obtain unauthorized access to any of the Customer's records. Without limiting the foregoing, Permitium specifically warrants that:

- 10.1. All servers, computers, and computer equipment used to provide services pursuant to this User License Agreement shall be maintained in good working order in compliance with generally accepted industry standards in light of the confidential nature of the documents in question and shall be located in a safe, controlled, and environmentally stable environment (including moisture and temperature controls) and adequately protected against fires, hurricanes, flooding, or similar occurrences;
 - 10.2. Facilities where services are provided shall be secure and access shall be limited to employees trained in security protocols with a legitimate business need to access such facilities (with access removed immediately upon termination of employment) and shall be protected from unauthorized access by commercially reasonable security systems;
 - 10.3. All websites, FTPs, and any other online electronic system used to provide services pursuant to this User License Agreement shall be protected from security breaches by commercially reasonable firewalls and other intrusion detections systems and antivirus software, which shall be kept updated at all times. Access shall be limited to those agents and employees of Permitium assigned to the project and any individuals identified in writing by the Customer or Customer's Designee as authorized to obtain access.
 - 10.4. Permitium have technical controls in place that ensure the security, availability and confidentiality of Customer data.
 - 10.5. All information provided to Permitium pursuant to this User License Agreement shall be encrypted while in transit over an open network.
11. **Standard of Care.** Notwithstanding anything in this User License Agreement to the contrary, Permitium represents and warrants that the services provided by Permitium shall be performed by qualified and skilled individuals in a timely and professional manner with the utmost care and in conformity with standards generally accepted in Permitium's industry for the types of services and records governed by this User License Agreement.
12. **Indemnification.** Permitium shall indemnify the Customer, its agents, and employees, from and against all damages directly arising out of Permitium's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination. Notwithstanding the foregoing Permitium's maximum indemnification will be limited to the amount of insurance set forth within section 6.

Customer shall indemnify Permitium, its agents, and employees from and against all damages directly arising out of Customer's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination.

- 13. Relationship of Parties.** Permitium shall be an independent contractor of the Customer, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Permitium be construed as an employee, agent or principal of the Customer.
- 14. Compliance with Applicable Laws.** Permitium shall comply with all applicable laws and regulations in providing services under this User License Agreement. Without limiting the foregoing, Permitium specifically represents that it is aware of and in compliance with the Immigration Reform and Control Act and that it will collect properly verified I-9 forms from each employee providing services under this User License Agreement. Permitium shall not employ any individuals to provide services to the Customer who are not authorized by federal law to work in the United States.
- 15. Applicable Customer Policies.** Permitium specifically acknowledges that it will comply with all applicable Customer policies, all of which are publicly available on the Customer's website.
- 16. Assignment.** Neither party may transfer, assign, or delegate any rights, duties, interest, or obligations under this Contract to any other person or entity without the other party's prior written consent. Notwithstanding the foregoing, Permitium may (without the Customer's consent) assign this agreement and all of its rights, duties, interests and obligations hereunder to any entity into which it merges, has a change in control representing a conveyance of more than 50% of its ownership interests, or to which it sells all or substantially all of its assets. Permitium agrees to notify the Customer within 10 business days of any assignment.
- 17. User License Agreement Modifications.** This User License Agreement may be amended only by written amendments duly executed by and between the Customer and Permitium.
- 18. New York.** New York law will govern the interpretation and construction of the User License Agreement. Any litigation arising out of this User License Agreement shall be filed, if at all, in a court or administrative tribunal located in the State of New York.
- 19. Entire Agreement.** This User License Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this User License Agreement and supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this User License Agreement.
- 20. Severability.** If any provision of this User License Agreement shall be declared invalid or unenforceable, the remainder of the User License Agreement shall continue in full force and effect.
- 21. Notices.** Any notice or other communication provided for herein as given to a party

hereto shall be in writing, shall refer to this Agreement by parties and date, and shall be delivered by registered mail, return receipt required, postage prepaid to the person listed below or his successor.

If to: Permitium
Permitium, LLC
10617 Southern Loop Blvd.
Pineville, NC 28134
Attn: Matt Solomon

If to Customer:
City of Middletown
Attn: Vital Statistics
16 James Street
Middletown, NY 10940

22. Cooperative Procurement. As additional consideration for this User License Agreement, and pursuant to state and local laws and procurement rules, Permitium agrees to extend an option to purchase products or services covered under this contract at the same prices, and under the same terms and conditions, to other contracting agencies.

Any such purchases shall be between Permitium and the participating agency and shall not impact Permitium's obligations to the Customer under this User License Agreement. Each contracting agency shall execute its own contract with Permitium. Any estimated purchase volumes or user counts listed herein do not include other public agencies and the Customer makes no guarantee as to their participation.

23. Authority of Signatories. The persons executing this User License Agreement hereby represent and warrant that they have full authority and representative capacity to execute the User License Agreement in the capacities indicated below and this User License Agreement constitutes the binding obligation of the parties on whose behalf they signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated above.

City of Middletown City Clerk

PERMITIUM, LLC

Signed:

Signed:

Name:

Name:

Title:

Title:

Date:

Date:

STATEMENT OF WORK – EXHIBIT 1

Project Scope

Permitium's Project Commitment

- Implement VitalDirector solution, including hospital application if applicable, configured based on VitalDirector's standard options and with input from received from customer team for the implementation
- Up to three virtual recorded training sessions to include:
 - VitalDirector
 - New Mother Hospital Application
 - Walk-in kiosk mode/QR code redirect
- Create QR Code Flyers
 - Hospital Application
 - Lobby flyer
 - K12/School flyer
 - Other agreed upon flyers i.e., DMV
- Create Press Release Template and other agreed upon social media content
- Go live support
- Provide ongoing hosting and support of VitalDirector

Customer's Project Commitment

- Complete user training for customer staff, with each trained user thereby both contributing to the VitalDirector UAT process as well as demonstrating personal proficiency with the application's final configuration. Each trained user will be expected to process at least 5 'test' orders by transaction type (i.e., processing birth, death and marriage certificates, if applicable) prior to VitalDirector go live
- Customer to place live VitalDirector site links throughout their agency website, with clear instructions directing public usage of VitalDirector as the preferred/recommended method for submitting vital record applications
- Replace and redirect all PDF application forms from customer website within 7 days of VitalDirector go live
- Implement in-office "kiosk mode" processing workflow upon VitalDirector go live, with customer office staff then directing 100% of in-person applications to utilize VitalDirector site from citizens' personal devices or customer-provided IT equipment
- Have local hospitals distribute hospital app QR code flyer to patients within 2 weeks of VitalDirector go live

Implementation Plan

The implementation of the VitalDirector system will follow the phases as outlined below. The phases of this process can run concurrently with the specific project tasks, timelines, and responsible parties to be defined upon the start of the project. The typical implementation timeline is 45 days from the project kick-off and can vary based on configuration requirements, training needs, and the overall number of agency users/processors.

- **Project Kickoff/Planning Call** with Customer stakeholders.
 - Introduce Permitium Project Manager and team
 - Identify Customer stakeholders and responsibilities
 - Review the "Configuration Checklist" for initial VitalDirector setup
 - Provide a general overview of the Implementation Timeline
 - Set reasonably agreed upon benchmarks for project timeline and project success
- **Initial configuration** of the new VitalDirector solution based on the Customer checklist information and standard VitalDirector setup.
- **Configured VitalDirector Walkthrough** with Customer stakeholders and vital records processing team.
 - Walk through the online application
 - Outline the application processing workflow
 - Identify any customer processing requirements
- **Hospital Birth Certificate Application and Walk-in Walkthrough** – with Customer stakeholders and vital records processing team.
 - Review the QR code flyer designs
 - Outline how the flyers are distributed
 - Walkthrough the walk-in application process via the kiosk mode and lobby flyers
- **Customer System Testing** – Customer testing of the VitalDirector system.
 - Each user enters and processes at least 5 ‘test’ orders for each vital record type
 - Confirm all relevant/required fields on application pages
 - Confirm site verbiage on the VitalDirector application pages
 - Review verbiage and directions from VitalDirector outbound notifications (i.e., phone call, text, email notifications)
- **Virtual Training** – up to three virtual training sessions:
 - VitalDirector processing training
 - Walk-in/Hospital application processing training
- **Go Live**
 - Final testing and sign off
 - Introduction to the Permitium Support and Customer Success teams
 - VitalDirector turned to production
 - Place VitalDirector site link on customer website home page on day of go live
 - Customer implements the updates to their website and distributes all flyers as indicated in the Customer Project Commitment under the Project Scope
- **Ongoing Support** - Provide ongoing support and hosting of the **VitalDirector** solution.

Implementation Team

Permitium	Support Team	855-712-PERM	support@permitium.com
Customer	Primary Point of Contact	CUSTOMER CONTACT	CUSTOMER EMAIL ADDRESS
Permitium	Project Manager	Colin Packert	colin.packert@permitium.com
Permitium	Senior Account Executive	Analisa Boza	analisa.boza@permitium.com

Data and Security

All data collected in the Customer's instance of **VitalDirector** is the property of the Customer. **Permitium** does not own and will not distribute data without the written consent of the Customer. All passwords placed within the system are encrypted and not accessible by the **Permitium** staff.

Cost of Service

Permitium will charge the consumer/applicant a convenience fee of \$4.00 per transaction for each application submitted for the use of the service and will accept payment of such fees using a valid payment method accepted by Permitium, which may include, without limitation, Visa, MasterCard, Discover Card, or American Express credit cards, as well as major debit cards at Permitium's reasonable discretion. Credit card processing fees at the rate of \$0.30 per transaction plus 3.3% of the transaction total are passed through to the applicant by Permitium along with a \$0.35 VitalVerify fee, when applicable.

Any other services needed by the customer (i.e., digital/data conversions) will be available anytime under this agreement utilizing an existing cooperative purchasing program called the Charlotte Cooperative Purchasing Agreement (CCPA). The CCPA co-op government rates can be found at www.charlottealliance.org.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09.06.22

Index No: 205-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
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Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

**Resolution authorizing an a Grant Application with
Dormitory Authority of the State of New York**

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Middletown Fire Department to complete a grant application for \$75,000 to fund the cost of a burn simulator building.

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign the attached contract.

CHAIR
INVESTIGATIONS & GOVERNMENT OPERATIONS

COMMITTEES
CORPORATIONS, AUTHORITIES & COMMISSIONS
FINANCE
JUDICIARY
LABOR
TRANSPORTATION



SENATOR
JAMES SKOUFIS
39TH SENATORIAL DISTRICT
STATE OF NEW YORK

ALBANY OFFICE:
ROOM 815
LEGISLATIVE OFFICE BUILDING
ALBANY, NY 12247
OFFICE: 518-455-3290

DISTRICT OFFICE:
47 GRAND STREET
NEWBURGH, NY 12550
OFFICE: 845-567-1270

NORTH ROCKLAND OFFICE:
55 WEST RAILROAD AVENUE
SUITE 24A2
GARNERVILLE, NY 10923
OFFICE: 845-786-6710

e-mail:
skoufis@nysenate.gov

August 22, 2022

Nick Barber
Fire Chief
City of Middletown Fire Department
81 East Main St
Middletown, NY 10940

Dear Chief Barber,

Enclosed please find the "Local Community Assistance Program (LoCAP) Preliminary Application" for a City of Middletown Fire Department grant in the amount of \$75,000. These funds are for costs associated with a burn simulator building. Please return the completed application by September 22, 2022.

Once we have received the completed project information sheet, we will submit it to New York State Senate Finance. Senate Finance will submit the sheet to the Dormitory Authority of the State of New York (DASNY), who will send you a due diligence package to complete, with a request for specific documentation. As the grant moves through DASNY, it will receive a formal project identification number and move through multiple "desk" audits to make sure all project details are ready for the approval phase. It will then move to the Division of Budget for approval. Once DASNY is notified that the grant has received all the necessary governmental approvals, two copies of the Grant Disbursement Agreement (GDA) will be sent to you. The GDA is the contract between DASNY and the grantee.

It is important to note that, while purchases made during the review process are eligible for reimbursement upon completion of the grant's review, advancing with the project prior to a GDA and final approval is done at your own risk. At a minimum, I strongly recommend no purchases be made with the anticipated funding until the project has received a formal identification number from DASNY. Please be advised that the full review is a lengthy process, often taking up to 18 months from start to end; my office and I will move to expedite the funding as quickly as possible.

If you ever need any status updates, have any questions or need any assistance throughout the grant process, please do not hesitate to contact Christine Rodriguez, my Senior Grants Specialist, at (845) 567-1270. Thank you for your cooperation and patience as well as your partnership on behalf of those we serve.

Sincerely,

A handwritten signature in black ink, appearing to read "James Skoufis".

James Skoufis
Senator, 39th District

**LOCAL COMMUNITY ASSISTANCE PROGRAM
(LoCAP)
PRELIMINARY APPLICATION**

SECTION 1: GENERAL INFORMATION**A. Project Name:**

Project Location(s) (e.g. DASNY campus):

Project Address(es) (e.g. 515 Broadway):

B. Organization / Grantee:

Legally Incorporated Name:

Street (not P.O. Box):

City: Zip: County:

Phone:

Ext:

Fax:

E-mail:

Contact Name & Title:

Federal Taxpayer I.D.

Charity Reg.# (Non-profits Only):

1. Type of Organization:☐

Municipal Corporation

☐

Public Authority

☐

Other

☐

State Governmental Entity

☐

Non-Profit

2. a) Is the organization currently seeking or receiving any other New York State assistance for this project?

☐

No

☐

Yes

b) Is the LoCAP Grant a match to receiving the Other New York State Assistance?

☐

No

☐

Yes

If either a or b is Yes, please provide a detailed explanation on an attached separate sheet.

SECTION 2: PROJECT INFORMATION

Note - All projects under LoCAP must have a useful life of not less than 10 years.

1. Project Purpose - indicate the appropriate project purpose☐

Community Development

☐

Housing

☐

Community Redevelopment

☐

Public Security & Safety

☐

Revitalization

☐Local Infrastructure Improvement
or Enhancement☐

Arts & Cultural Development

Projects requiring DED certification:☐

Economic Development

☐

Economic Sustainability

Please attach a separate sheet with a detailed description of the specific capital project that will be undertaken and funded pursuant to this Grant. If multiple project locations and addresses, please list in project description.

2. Project Start Date: _____ Anticipated Date of Project Completion: _____

3. Please list the anticipated amount of funding to be received from the LoCAP Program for this project. Minimum \$50,000.

\$ _____

4. Will any entity other than the Grantee set forth in Section 1, above, be paying any project related costs? ☐ No ☐ Yes
If Yes, please attach a separate sheet setting forth the costs to be paid by another entity, as well as a description of the relationship between the Grantee and the other entity.

5. Does the Applicant own the site where the project will be located? ☐ No ☐ Yes
If Yes, please provide the deed. If No, please attach a separate sheet describing the control the Applicant has over the Project site and include lease if applicable.

6. Does the applicant plan to occupy 100% of the project facility? ☐ No ☐ Yes
If No, attach a schedule explaining the planned occupancy.

7. If an organization other than the Grantee will have an interest in the equipment or real property purchased with Grant funds, please attach a separate sheet describing the legal relationship between the Grantee and the other organization.

8. Does the project require environmental or other regulatory permits? If Yes, please specify type: ☐ No ☐ Yes
 Have they been secured? If No, please specify why: ☐ No ☐ Yes ☐ NA

9. Has any State or local government agency reviewed the project under the State Environmental Quality Review Act (SEQRA)? ☐ No ☐ Yes ☐ NA

If Yes, please set forth the lead agency for the review and provide a copy of the negative declaration, findings statement, or Type II memo issued by the lead agency.

SECTION 3: ELIGIBILITY FOR TAX-EXEMPT FINANCING

1. Has the applicant previously received financing from the sale of tax-exempt bonds for this project? ☐ No ☐ Yes
If Yes, attach a schedule describing the details of such financing.

2. Does the applicant anticipate applying for financing for this project from the sale of other bonds? ☐ No ☐ Yes

3. Have any funds been expended or obligations incurred to date on that portion of the project for which this application is made? ☐ No ☐ Yes
If Yes, attach a schedule showing details of such disbursements (date, purpose, payee, etc.).

4. Will the Grantee be utilizing internal labor for any portion of the project? ☐ No ☐ Yes
If Yes, attach a narrative summarizing the usage and dollar value of internal labor on the project. Internal labor costs will not be reimbursed from LoCAP Grant proceeds.

5. Is the grantee or project location(s) owned or affiliated with a state related entity ☐ No ☐ Yes
 (e.g. public benefit corporation, entity with governance appointed by Governor of NYS)? If yes please attach explanation.

SECTION 4: PROJECT BUDGET

Complete the following Project Budget detailing the proposed sources and uses of funds (attach additional sheets if necessary) that will be utilized to complete the Project. State the source of the funding, and any contingencies that need to be satisfied prior to accessing the funds.

Please include evidence of committed funding sources to be used to complete the project as described. This may include a copy of letter(s) of credit, award letters, a resolution from the governing board of the Grantee committing to provide the balance of the funds, or a combination of the above.

<u>USE OF FUNDS</u>	<u>SOURCES</u>						<u>TOTAL</u>
	State		In-Kind /Equity /Sponsor		Other sources (Please specify each source and include commitment letter or other evidence that funds have been secured)		
Tasks	Entity Name	Amount	Source Name	Amount	Entity Name	Amount	
							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
Total:		\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00

I hereby certify that the information in this Project Information Sheet is true and correct in all material respects, and I understand that the Dormitory Authority of State of New York and other entities that may be involved in the grant process are relying on this information in the course of the reviews that are required under Federal and State law.

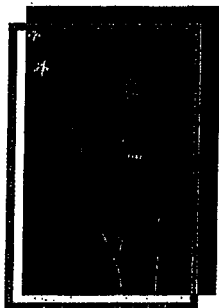
Signature of Authorized Officer

Date

Print Name

Title

Print Form



YOU'RE IN THE RUNNING FOR A GRANT. WHAT COMES NEXT?

Congratulations! My office is thrilled to be working with your organization. Here's some helpful info about what you can expect in coming months as your grant request makes its way through State government. **This process can take upward of two years.**

ON OUR END

AWARD LETTER

You'll receive an award letter from my office stating how much money the grant is for, as well as a project description.

INFORMATION SHEET APPROVAL

Your completed Information Sheet will need Internal Senate approval. Once approved, it will go to the Dormitory Authority of the State of New York, also known as DASNY.

DASNY ID NUMBER

DASNY will assign the grant a Project ID Number.

DASNY REVIEW

Once DASNY has confirmed its receipt of the documentation, the project will then go through a separate DASNY-specific internal review process.

GRANT DISBURSEMENT AGREEMENT (GDA)

Once approved, the grantee will be sent a Grant Disbursement Agreement (GDA), which serves as a contract between the State of New York and the grantee, **authorizing the project to begin.** The GDA will detail the expiration date of the project. The grantee must ensure the project is completed by this date to qualify for reimbursement by the State.

ON YOUR END

PROJECT INFORMATION SHEET

Accompanying the Award Letter will be a Project Information Sheet that must be completed and returned to my district office by the deadline listed.

DASNY DOCUMENTATION

DASNY will send a packet of initial documentation to the grantee, which is to be filled out and returned to DASNY by the deadline listed.

DASNY FOLLOW-UPS

Be sure to respond promptly to any communication from DASNY.

NOTE: IMPORTANT INFORMATION!

It is worth noting that these are **reimbursement grants**, meaning that grantees **must front the money** to complete the project. With the GDA, the State commits to reimburse the grantee once the project is completed, in accordance with the approved plan.

Once you have received your DASNY ID Number, you may proceed with the project at your own risk. **There is no guarantee** that DASNY will release funds until you have a fully executed GDA.



JAMES SKOUFIS

State Senator

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09.06.22

Index No: 206-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
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Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

**Resolution Confirming the Mayor's Appointment of
Rosa Tumminia as Deputy City Treasurer**

RESOLVED the at Common Council of the City of Middletown confirm the Mayor's appointment of Rosa Tumminia as Deputy City Treasurer to a five year term, beginning September 1, 2022 and ending August 31, 2027.

STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
[HTTPS://DOS.NY.GOV](https://dos.ny.gov)

KATHY HOCHUL
GOVERNOR

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

August 16, 2022

Richard P McCormack
Middletown City Clerk
16 James Street
Middletown NY 10940

RECEIVED
AUG 16 2022
City Clerk
City of Middletown

RE: City of Middletown, Local Law 5 2022, filed on August 5 2022

Dear Sir/Madam:

The above referenced material was filed by this office as indicated. Additional local law filing forms can be obtained from our website, www.dos.ny.gov.

Sincerely,
State Records and Law Bureau
(518) 473-2492



**Department
of State**



Richard P. McCormack
City Clerk, Registrar

CITY OF MIDDLETOWN

Offices of the City Clerk, Registrar and Common Council Clerk

16 James Street • Middletown, New York 10940
Tel:(845) 346-4166 Fax:(845) 344-5428 www.middletown-ny.com

August 2, 2022

Ms. Carolyn Vanwormor
NYS Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231

Dear Ms. Vanwormer:

Attached is the document for filing Local Law No. 5 of 2022 for the City of Middletown.

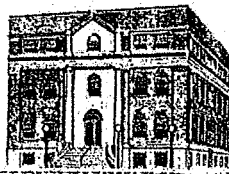
Please send notice of filing to:

Richard P. McCormack
City Clerk
City of Middletown
16 James Street
Middletown, NY 10940

Thank you for your assistance.

Richard P. McCormack
City Clerk

Enclosures



Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☐ County ☒ City ☐ Town ☐ Village
(Select one:)

of Middletown (Orange County)

Local Law No. 5 of the year 20²²

A local law Creating The Position Of Deputy Treasurer
(Insert Title)

Be it enacted by the Common Council of the
(Name of Legislative Body)

☐ County ☒ City ☐ Town ☐ Village
(Select one:)

of Middletown as follows:

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN AS FOLLOWS:

Section 1. Purpose of this Enactment. The purpose of this enactment is to create the position of Deputy Treasurer.

Section 2. Section 11 of the Charter of the City of Middletown is hereby amended to read as follows:

§ 11. All officers elected or appointed under this Charter, except Mayor, Aldermen, City Judge, Chief of Police, Corporation Counsel, Commissioner of Public Works, Deputy Commissioners of Public Works, City Clerk, Registrar and Clerk of the Common Council, Treasurer, Deputy Treasurer, Members of the Board of Health and Civil Service employees, shall hold offices for one (1) year, and until their successors shall qualify.

Section 3. The first sentence of Section 20 of the Charter of the City of Middletown is hereby amended to read as follows:

§ 20. The Mayor shall appoint the Corporation Counsel, up to two Assistant Corporation Counsels, one Commissioner of Public Works, three Deputy Commissioners of Public Works, one Commissioner of Assessment and Taxation, one City Clerk, Registrar and Clerk of the Common Council, one Treasurer, one Deputy Treasurer, and all other officers whose appointment is not otherwise provided for.

(If additional space is needed, attach pages the same size as this sheet, and number each.)

Section 4. Title IV of the Charter of the City of Middletown is hereby amended by adding a new Section 63-A to read in its entirety as follows:

§63-A. The Deputy Treasurer shall be a full-time employee of the City of Middletown and shall serve a five (5) year term, commencing from the time of appointment.

Section 5. This Local Law shall be effective upon filing with the office of the Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, in accordance with the applicable provisions of law.
(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. 5 of 20²² of the (County)(City)(Town)(Village) of Middletown was duly passed by the Common Council on July 19 20²², and was (approved)(not approved) _____ on _____ 20____, in accordance with the applicable provisions of law.
(Name of Legislative Body)
~~(repassed after disapproval)~~ by the Mayor, Joseph M. DeStefano and was deemed duly adopted
(Elective Chief Executive Officer*)
on August 2 20²²

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) _____
(Name of Legislative Body)
(repassed after disapproval) by the _____ on _____ 20____.
(Elective Chief Executive Officer*)
Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) _____
(Name of Legislative Body)
(repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.
(Elective Chief Executive Officer*)

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

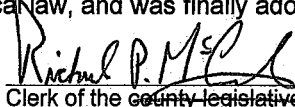
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 2 above.


Clerk of the ~~county legislative body~~, City, Town or Village Clerk or
officer designated by local legislative body

Date:

8/2/2022

(Seal)

CITY OF MIDDLETOWN, NEW YORK
PUBLIC HEARING
August 1, 2022

Council President Rodriguez opened the public hearing at 7:40PM

City Clerk read the following notice:

CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING
Local Law Number 5 of 2022

Notice is hereby given that the City of Middletown will hold a public hearing on Monday, August 1, 2022, on or as near to 7:30 p.m. as possible, Common Council Chambers, 2nd floor, 16 James Street at 7:30PM, to hear any and all persons wishing to be heard on the recently passed Local Law Number 5 of 2022 regarding:

A LOCAL LAW CREATING THE POSITION OF DEPUTY TREASURER

A full text of Local Law Number 5 of 2022 is available in the office of the Common Council Clerk, City Hall, 16 James Street, Room 12 and on the City Website.

Richard P. McCormack
City Clerk

Publish: 7/21/22 & 7/22/22
City Website

Attendance: Mayor DeStefano, Common Council President Rodrigues, City Aldermen, Karen Sisco, City Clerk & Various Department Heads

No one spoke at the public hearing for Local Law #5 of 2022.

Council President Rodriguez closed the public hearing and directed the Clerk to send the proper paper work to the Secretary of State to file Local Law #5 of 2022.

Respectfully submitted,

Richard P. McCormack
City Clerk

LOCALiQ

Observer-Dispatch
Times Telegram | New Jersey Herald
Times Herald-Record

PO Box 631202 Cincinnati, OH 45263-1202

PROOF OF PUBLICATION

Richard McCormack
NANCY T
Middletown, City
16 JAMES STREET
MIDDLETOWN NY 10940

STATE OF NEW YORK, COUNTY OF ORANGE

The Times Herald-Record, a daily newspaper distributed in the Orange, Ulster, Pike, PA and Sullivan Counties, published in the English language in the City of Middletown, County of Orange, State of New York printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

07/21/2022, 07/22/2022

and that the fees charged are legal.
Sworn to and subscribed before on 07/22/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$35.98
Order No: 7556352 # of Copies: 1
Customer No: 684389
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

SARAH BERTELSEN
Notary Public
State of Wisconsin

CITY OF MIDDLETOWN NOTICE OF PUBLIC HEARING

Local Law Number 5 of 2022
Notice is hereby given that the City of Middletown will hold a public hearing on Monday, August 1, 2022, on or as near to 7:30 p.m. as possible, Common Council Chambers, 2nd floor, 16 James Street at 7:30PM, to hear any and all persons wishing to be heard on the recently passed Local Law Number 5 of 2022 regarding:

A LOCAL LAW CREATING THE POSITION OF DEPUTY TREASURER

A full text of Local Law Number 5 of 2022 is available in the office of the Common Council Clerk, City Hall, 16 James Street, Room 12 and on the City Website.

Richard P. McCormack
City Clerk

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09.06.22

Index No: 207-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution authorizing a \$10,000 budget transfer for Title Searches

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$10,000 in the following manner in order to pay for the title searches related to 2022 bulk lien sale and tax sale.

From
A.1420.488
Corporation Counsel Grievance

Amount
\$10,000

To
A.1362.900
General Expense

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09.06.22

Index No: 208-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution authorizing a contract amendment for Jacob Tawil

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes that Section 5, Amendment # 1 of Mr. Tawil's contract be extended for 2021 and 2022.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09.06.22

Index No: 209-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

**Resolution To Close Phillips Street from 210-224 On
Saturday, September 17, 2022 From 3:00PM To 10:00PM For A Block Party**

RESOLVED; that the Common Council of the City of Middletown approves and authorizes the closing of Phillips Street from #210 to #224 On Saturday, September 17, 2022 From 3:00PM To 10:00PM For A Block Party.



**CITY OF MIDDLETOWN, NEW YORK
APPLICATION FOR
BLOCK PARTY**

I, the undersigned, do hereby make application for a Block Party in the City of Middletown, New York

Name of Applicant Rodney Risper / Janyia Risper

Address of Applicant 218 Phillips Street
Middletown NY 10940

Phone Number of Applicant [REDACTED]

Day and date the Block Party will be held 9/17/2022 Saturday

Hours Block Party will start and end 3pm - 10pm

Name of Streets to be blocked Phillips street from
224 to 210

BLOCK PARTY APPLICATION REQUIREMENTS:

On a separate sheet of paper, please indicate the following information:

Name, addresses and signatures of no less 75% of homeowners on the closed street area for permission to have Block Party.

A description of any equipment to be used, including whether music is to be played and what devices are needed for the provision of such music, when applicable.

Description of any vendors within the closed street area.

By signing this application, the applicant agrees to all the provisions of the Middletown City Code pertaining to Chapter 332 Noise and Chapter 319 Litter.

Signed: Rodney Risper

Date: 9/1/2022

For Office Use Only:

Resolution Number and Date _____

Rodney + Janja Risper - 218 Phillips Street
Middletown, NY 10940

Kerian + Damian Sewell - 220 Phillips St.
Middletown, NY 10940

Danette + Yashelberg Young - 222 Phillips St
Middletown, NY 10940

Aisha Stanley 212 Phillips Street
Middletown, NY, 10940

Shane + Jatum 210 Phillips Street
Middletown, NY 10940

3 Charcoal Grills / 1 Small Fish Fryer

4 Tents

8 Tables / 50 chairs

Small boom box will be in front of
(218 Phillips Street)

No Vendors

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09.06.22

Index No: 210-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
-------	------	------	---------	--------

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

**Resolution approving a Settlement Agreement in the case of Pennymac Loan Services, LLC
v. Common Council of the City of Middletown, et al, Orange County Index # EF000170-
2021**

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment approves a settlement agreement in the case of Pennymac Loan Services, LLC v. Common Council of the City of Middletown, et al, Orange County Index # EF000170-2021

FURTHER RESOLVED: that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Mayor, the Common Council President, the Treasurer and the former Treasurer to sign said agreement.

COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption 09.06.22

Index No: 211-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

SEQRA NOTICE LEAD AGENCY DESIGNATION AND DETERMINATION OF SIGNIFICANCE FOR RAW WATER REPLACEMENT – PHASE 1 – KINCH POND TO SHAWANGUNK RESERVOIR

Whereas, the City of Middletown has proposed the replacement of an existing 24” raw water line from Kinch Pond to Shawangunk Reservoir with a new 36” or 42” water transmission line running parallel to the existing line (Proposed Action) in conjunction with an August 2022 Engineering Report prepared by the consulting firm CPL (formerly Clark Patterson Lee) of Poughkeepsie, New York; and

Whereas, in accordance with the provisions of 6 NYCRR Part 617 (SEQRA), the project is determined to be a Type 1 Action which is subject to a coordinated review; and

Whereas, the intent of Common Council to act as Lead Agency has been circulated to all Involved Agencies; and

Whereas, no Involved Agencies challenged the intent of the Common Council to act as Lead Agency.

Now Therefore Be It Resolved that the City hereby designates itself as Lead Agency for the proposed action pursuant to 6 NYCRR Part 617.

Be It Further Resolved that based upon examination of the Environmental Assessment Form (EAF), its own independent analysis of the Proposed Action, and comparison with the criteria for determining significance under 6 NYCRR 617.7, the Common Council finds that the Proposed Action will not have a significant environmental impact and hereby issues a Negative Declaration; and

Be it Further Resolved that this determination is based on the facts and conclusions as noted in the attached EAF.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: City of Middletown Raw Waterline Replacement - Phase I Kinch Pond to Shawangunk Reservoir		
Project Location (describe, and attach a general location map): Utility corridor extending at the northeast end of Kinch Pond to the southwest end of Shawangunk Reservoir at Stewarts Dam		
Brief Description of Proposed Action (include purpose or need): The proposed action entails the engineering, design and subsequent replacement of approximately 8,300 LF of raw water transmission line for the City of Middletown. The existing 24" transmission line (installed in the early 1900's) that connects two of the City's existing surface water sources, Kinch Pond and the Shawangunk Reservoir, is undersized and in poor condition and is proposed to be replaced with an upgraded 36"-42" water transmission line running parallel to the existing line, which would be abandoned in place. The existing and proposed transmission lines are within existing City of Middletown easements and/or property that is currently cleared and maintained at the surface as a utility corridor. As these are underground utilities, aboveground disturbance of land will be temporary and the surface remediated to existing conditions. The project is currently in preliminary design phase.		
Name of Applicant/Sponsor: City of Middletown	Telephone: 845-346-4100	
	E-Mail:	
Address: 16 James Street		
City/PO: Middletown	State: NY	Zip Code: 10940
Project Contact (if not same as sponsor; give name and title/role): Jacob Tawil, P.E., Commissioner of Public Works	Telephone: 845-346-3169	
	E-Mail: jtawil@middletown-ny.com	
Address: Same as above		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Same as above	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, ☒ Yes ☐ No or Village Board of Trustees	Bond Resolution, Authorizing Resolution	TBD
b. City, Town or Village ☐ Yes ☒ No Planning Board or Commission		
c. City, Town or ☐ Yes ☒ No Village Zoning Board of Appeals		
d. Other local agencies ☐ Yes ☒ No		
e. County agencies ☒ Yes ☐ No	Orange County Highway	TBD
f. Regional agencies ☐ Yes ☒ No		
g. State agencies ☒ Yes ☐ No	DOH (water source), NYSDEC (POW, SPDES/GP, water withdrawal)	TBD
h. Federal agencies ☒ Yes ☐ No	USACOE (wetlands)	TBD
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☐ Yes ☒ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☐ Yes ☒ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☐ Yes ☒ No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No	
- If Yes, complete sections C, F and G. - If No, proceed to question C.2 and complete all remaining sections and questions in Part 1	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	☒ Yes ☐ No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	☐ Yes ☒ No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	☒ Yes ☐ No
If Yes, identify the plan(s): Orange County Comprehensive Plan, Orange County Open Space Plan (2004), Orange County Greenway Compact (2013), Agricultural and Farmland Protection Plan (2015)	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☒ Yes ☐ No	
If Yes, identify the plan(s): Orange County Open Space Plan (2004)	

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? Residential Agricultural (RA), Suburban Residential (SR-1)	☒ Yes ☐ No
b. Is the use permitted or allowed by a special or conditional use permit?	☒ Yes ☐ No
c. Is a zoning change requested as part of the proposed action? If Yes,	☐ Yes ☒ No
i. What is the proposed new zoning for the site? _____	
C.4. Existing community services.	
a. In what school district is the project site located? <u>Not applicable (public utility)</u>	
b. What police or other public protection forces serve the project site? <u>Not applicable (public utility)</u>	
c. Which fire protection and emergency medical services serve the project site? <u>Not applicable (public utility)</u>	
d. What parks serve the project site? <u>Not applicable (public utility)</u>	

D. Project Details

D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? <u>Utility corridor running through and adjacent to open lands, farmlands, forested areas</u>	
b. a. Total acreage of the site of the proposed action?	<u>3.0+/-</u> acres
b. b. Total acreage to be physically disturbed?	<u>1.5+/-</u> acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	<u>3.0+/-</u> acres
c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No	
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____	
d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No	
If Yes,	
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____	
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No	
iii. Number of lots proposed? _____	
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	
e. Will the proposed action be constructed in multiple phases? ☐ Yes ☒ No	
i. If No, anticipated period of construction: <u>12-18</u> months	
ii. If Yes:	
• Total number of phases anticipated _____	
• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year	
• Anticipated completion date of final phase _____ month _____ year	
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____	

f. Does the project include new residential uses? ☐ Yes ☒ No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☒ No If Yes,	
i. Total number of structures _____ ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☒ No If Yes,	
i. Purpose of the impoundment: _____ ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____ iii. If other than water, identify the type of impounded/contained liquids and their source. _____ iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☒ No If Yes:	
i. What is the purpose of the excavation or dredging? _____ ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No If yes, describe. _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? ☐ Yes ☐ No ix. Summarize site reclamation goals and plan: _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☒ Yes ☐ No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Existing utility corridor passes under Federal and State wetlands (OT-14). Temporary disturbance of lands is likely to occur though this is an existing utility corridor that is maintained (i.e. cleared) with remediation to take place after work completed. _____ _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
Temporary land disturbance (excavation and surface vehicles) for watermain replacement with excavated materials to be replaced and site remediated to existing conditions. No surface soils to be removed or alteration of surface features. Length of utility corridor through State wetland & buffer approximately 4,300 LF.

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☒ Yes ☐ No
 If Yes, describe: Temporary land disturbance with excavated materials to be replaced and site remediated to existing conditions.

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☒ No
 If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☒ Yes ☐ No
 If Yes:

i. Total anticipated water usage/demand per day: _____ TBD gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☒ Yes ☐ No
 If Yes:

- Name of district or service area: City of Middletown
- Does the existing public water supply have capacity to serve the proposal? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☒ No
- Do existing lines serve the project site? ☒ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☒ No
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☒ No
 If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____
Not applicable

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: N/A gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☒ No
 If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No
 If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

• Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____	☐ Yes ☐ No ☐ Yes ☐ No
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____	
If Yes: • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____	
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____	
☒ Yes ☐ No	
If Yes: i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or _____ acres (impervious surface) _____ Square feet or _____ 3.0 acres (parcel size) ii. Describe types of new point sources. _____ Not applicable iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____	
surface runoff and groundwater • If to surface waters, identify receiving water bodies or wetlands: _____ Not applicable • Will stormwater runoff flow to adjacent properties? _____	
☐ Yes ☒ No ☐ Yes ☒ No	
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____	
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____	
☒ Yes ☐ No	
If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) Construction vehicles, compressors, portable power generation ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) Not applicable iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) Not applicable	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____	
☐ Yes ☒ No	
If Yes: i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____ ii. In addition to emissions as calculated in the application, the project will generate: • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)	
☐ Yes ☐ No	

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No If Yes: i. Estimate methane generation in tons/year (metric): _____ ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____			
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____			
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☒ No If Yes: i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend ☐ Randomly between hours of _____ to _____. ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____ iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____ iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____ vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No			
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☒ No If Yes: i. Estimate annual electricity demand during operation of the proposed action: _____ ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____ iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No			
l. Hours of operation. Answer all items which apply. <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> i. During Construction: • Monday - Friday: _____ daylight hours only • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> ii. During Operations: • Monday - Friday: _____ Not applicable (utility) • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> </tr> </table>		i. During Construction: • Monday - Friday: _____ daylight hours only • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: _____ Not applicable (utility) • Saturday: _____ • Sunday: _____ • Holidays: _____
i. During Construction: • Monday - Friday: _____ daylight hours only • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: _____ Not applicable (utility) • Saturday: _____ • Sunday: _____ • Holidays: _____		

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? If yes: i. Provide details including sources, time of day and duration: Daylight hours only, temporary increases in noise associated with construction vehicles and activity.	☒ Yes ☐ No
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Describe: _____	☐ Yes ☒ No
n. Will the proposed action have outdoor lighting? If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:	☐ Yes ☒ No
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Describe: _____	☐ Yes ☐ No
o. Does the proposed action have the potential to produce odors for more than one hour per day? If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: Daylight hours only, temporary increases in odors associated with construction vehicles and activity.	☒ Yes ☐ No
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____	☐ Yes ☒ No
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? If Yes: i. Describe proposed treatment(s): _____ _____ _____	☐ Yes ☒ No
ii. Will the proposed action use Integrated Pest Management Practices?	☐ Yes ☐ No
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: _____ • Operation: _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: _____ • Operation: _____	☐ Yes ☒ No

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☒ Rural (non-farm)

☒ Forest ☒ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	3.0+/-	3.0+/-	0.0
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

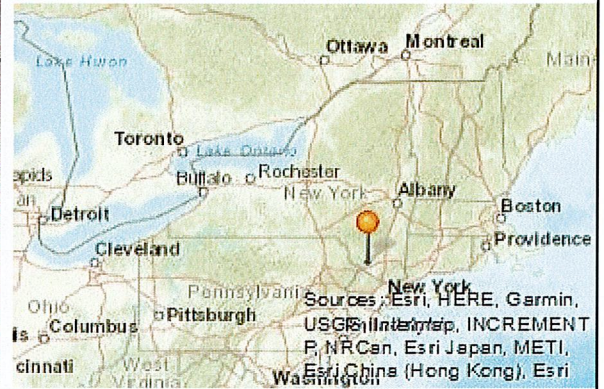
c. Is the project site presently used by members of the community for public recreation? i. If Yes: explain: _____	☐ Yes ☒ No
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, i. Identify Facilities: _____	☐ Yes ☒ No
e. Does the project site contain an existing dam? If Yes: i. Dimensions of the dam and impoundment: • Dam height: _____ 14 FT (Kinch)/9 FT (Shawangunk) feet • Dam length: _____ Unknown FT (Kinch)/250 FT (Shawangunk) feet • Surface area: _____ 5 Ac (Kinch)/101 Ac (Shawangunk) acres • Volume impounded: 30 Ac-FT(Kinch)/1332 Ac-FT(Shawangunk) gallons OR acre-feet ii. Dam's existing hazard classification: A (Kinch)/B (Shawangunk) iii. Provide date and summarize results of last inspection: 2002-(Kinch) / None-(Shawangunk)	☒ Yes ☐ No
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: i. Has the facility been formally closed? • If yes, cite sources/documentation: _____ ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ iii. Describe any development constraints due to the prior solid waste activities: _____	☐ Yes ☒ No ☐ Yes ☐ No
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____	☐ Yes ☒ No
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes – Spills Incidents database Provide DEC ID number(s): _____ ☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____ ☐ Neither database ii. If site has been subject of RCRA corrective activities, describe control measures: _____ iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s): _____ iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____	☐ Yes ☒ No ☐ Yes ☒ No

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☐ No													
• If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No • Explain: _____													
E.2. Natural Resources On or Near Project Site													
a. What is the average depth to bedrock on the project site? _____ 2-6+ feet													
b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %													
c. Predominant soil type(s) present on project site: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">Erie gravelly silt/extremely stony</td> <td style="text-align: right; border-bottom: 1px solid black;">38 %</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Canandaigua silt loam</td> <td style="text-align: right; border-bottom: 1px solid black;">19 %</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Alden silt loam</td> <td style="text-align: right; border-bottom: 1px solid black;">15 %</td> </tr> </table>		Erie gravelly silt/extremely stony	38 %	Canandaigua silt loam	19 %	Alden silt loam	15 %						
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d. What is the average depth to the water table on the project site? Average: _____ 0-6+ feet													
e. Drainage status of project site soils: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">☒ Well Drained:</td> <td style="text-align: right; border-bottom: 1px solid black;">4 % of site</td> </tr> <tr> <td style="border-bottom: 1px solid black;">☒ Moderately Well Drained:</td> <td style="text-align: right; border-bottom: 1px solid black;">14 % of site</td> </tr> <tr> <td style="border-bottom: 1px solid black;">☒ Poorly Drained</td> <td style="text-align: right; border-bottom: 1px solid black;">82 % of site</td> </tr> </table>		☒ Well Drained:	4 % of site	☒ Moderately Well Drained:	14 % of site	☒ Poorly Drained	82 % of site						
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f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">☒ 0-10%:</td> <td style="text-align: right; border-bottom: 1px solid black;">94 % of site</td> </tr> <tr> <td style="border-bottom: 1px solid black;">☒ 10-15%:</td> <td style="text-align: right; border-bottom: 1px solid black;">2 % of site</td> </tr> <tr> <td style="border-bottom: 1px solid black;">☒ 15% or greater:</td> <td style="text-align: right; border-bottom: 1px solid black;">4 % of site</td> </tr> </table>		☒ 0-10%:	94 % of site	☒ 10-15%:	2 % of site	☒ 15% or greater:	4 % of site						
☒ 0-10%:	94 % of site												
☒ 10-15%:	2 % of site												
☒ 15% or greater:	4 % of site												
g. Are there any unique geologic features on the project site? ☐ Yes ☒ No If Yes, describe: _____													
h. Surface water features. i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☒ Yes ☐ No ii. Do any wetlands or other waterbodies adjoin the project site? ☒ Yes ☐ No If Yes to either i or ii, continue. If No, skip to E.2.i. iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☒ Yes ☐ No iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">• Streams:</td> <td style="width: 50%;">Name 855.5-41.3, 855.5-245.4</td> <td style="width: 40%;">Classification B, C</td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name Adjacent to Kinch Pond and Shawangunk Reservoir</td> <td>Classification</td> </tr> <tr> <td>• Wetlands:</td> <td>Name Federal Waters, NYS Wetland, Federal Waters, Fe...</td> <td>Approximate Size NYS Wetland (in a...</td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2">OT-14</td> </tr> </table>		• Streams:	Name 855.5-41.3, 855.5-245.4	Classification B, C	• Lakes or Ponds:	Name Adjacent to Kinch Pond and Shawangunk Reservoir	Classification	• Wetlands:	Name Federal Waters, NYS Wetland, Federal Waters, Fe...	Approximate Size NYS Wetland (in a...	• Wetland No. (if regulated by DEC)	OT-14	
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• Wetland No. (if regulated by DEC)	OT-14												
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☒ No If yes, name of impaired water body/bodies and basis for listing as impaired: _____													
i. Is the project site in a designated Floodway? ☐ Yes ☒ No													
j. Is the project site in the 100-year Floodplain? ☒ Yes ☐ No													
k. Is the project site in the 500-year Floodplain? ☐ Yes ☒ No													
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☒ No If Yes: i. Name of aquifer: _____													

m. Identify the predominant wildlife species that occupy or use the project site: <u>White-tailed deer & similar</u> <u>Various reptiles/amphibians</u> <u>Common songbirds</u> <u>Raccoons, striped skunk & similar</u>		
n. Does the project site contain a designated significant natural community? ☐ Yes ☒ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres		
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☒ No If Yes: i. Species and listing (endangered or threatened): _____ _____ _____		
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No If Yes: i. Species and listing: _____ _____		
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☒ Yes ☐ No If yes, give a brief description of how the proposed action may affect that use: _____ Adjacent to forested lands that may be used by public for hunting/trapping on permission from landowner (County/City of Middletown) _____		
E.3. Designated Public Resources On or Near Project Site		
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☒ Yes ☐ No If Yes, provide county plus district name/number: <u>ORAN002</u>		
b. Are agricultural lands consisting of highly productive soils present? ☒ Yes ☐ No i. If Yes: acreage(s) on project site? <u>2 acres +/-</u> ii. Source(s) of soil rating(s): <u>USDA NRCS</u>		
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____		
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____		



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	855.5-41.3, 855.5-245.4
E.2.h.iv [Surface Water Features - Stream Classification]	B, C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters, NYS Wetland
E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres):391.2
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	OT-14
E.2.h.v [Impaired Water Bodies]	No

E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	ORAN002
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Project :

Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>				☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☐	☐		
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐	☐		
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐	☐		
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☐		
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐	☐		
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☐	☐		
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☐	☐		
h. Other impacts: _____ _____		☐	☐		

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☐ NO ☐ YES <i>If “Yes”, answer questions a - c. If “No”, move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☐ NO ☐ YES <i>If “Yes”, answer questions a - l. If “No”, move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

l. Other impacts: _____ _____		☐	☐
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If “Yes”, answer questions a - h. If “No”, move on to Section 5.</i>			
	☐ NO	☐ YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If “Yes”, answer questions a - g. If “No”, move on to Section 6.</i>			
	☐ NO	☐ YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

g. Other impacts: _____ _____		☐	☐
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6. Impacts on Air The proposed action may include a state regulated air emission source. ☐ NO ☐ YES (See Part 1. D.2.f., D.2.h, D.2.g) <i>If “Yes”, answer questions a - f. If “No”, move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in “a” through “c”, above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____ _____		☐	☐

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☐ NO ☐ YES <i>If “Yes”, answer questions a - j. If “No”, move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____		☐	☐

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☐ NO ☐ YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____ _____		☐	☐

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

d. Other impacts: _____ _____		☐	☐
If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3: e. i. The proposed action may result in the destruction or alteration of all or part of the site or property. ii. The proposed action may result in the alteration of the property’s setting or integrity. iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3g, E3f E3e, E3f, E3g, E1a, E1b E3e, E3f, E3g, E3h, C2, C3	☐ ☐ ☐	☐ ☐ ☐

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>			
		☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____ _____		☐	☐

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>			
		☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____ _____		☐	☐

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

☐ NO

☐ YES

(See Part 1. D.2.j)

If “Yes”, answer questions a - f. If “No”, go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____ _____		☐	☐

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

☐ NO

☐ YES

(See Part 1. D.2.k)

If “Yes”, answer questions a - e. If “No”, go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☐ NO

☐ YES

(See Part 1. D.2.m., n., and o.)

If “Yes”, answer questions a - f. If “No”, go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☐ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____ _____			

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If “Yes”, answer questions a - h. If “No”, go to Section 18.</i>			
		☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action’s land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If “Yes”, answer questions a - g. If “No”, proceed to Part 3.</i>			
		☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

Project :

Date :

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☐ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☐ Part 1 ☐ Part 2 ☐ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

☐ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person:

Address:

Telephone Number:

E-mail:

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

City of Middletown Raw Waterline Replacement – Phase I Kinch Pond to Shawangunk Reservoir

SEQRA Negative Declaration – Reasons to Support Determination of Significance

1. Impact on Land

The proposed work involves the installation of a new raw water transmission line for the movement of raw water from one surface water source to another for the City of Middletown. This transmission line will run parallel in depth and alignment to the existing transmission line (to be abandoned in place) within an existing utility corridor that is maintained by the City and cleared to provide access. As such, the impact to land will involve movement of construction vehicles, which already occurs within the corridor, and temporary trenching for the waterline installation. Surface and subsurface soils will be returned to the trench or otherwise used in other locations in the corridor for fill and the surface remediated to existing conditions. For these reasons, no significant adverse environmental impacts to land resources are anticipated.

2. Impact on Geological Features

No noted geological features exist on the site; therefore, no significant adverse environmental impacts are anticipated.

3. Impact on Surface Water

The proposed work involves the installation of anew raw water transmission lines that will connect Kinch Pond to the Shawangunk Reservoir, two water bodies that provide water for the City of Middletown. Impoundment and use of this surface water is regulated by the NYS Department of Environmental Conservation (NYSDEC) and NYS Department of Health (NYSDOH), to a lesser extent. Any additional withdrawal from these sources will continue to be done in accordance with applicable regulations (review and permitting) with the NYSDEC and NYSDOH. Construction work associated with the installation of the replacement lines will have minimal impact to surface waters; connections to these resources from the existing water transmission line will be designed to minimize disturbance. The utility corridor traverses a State and Federal wetland, though this corridor is actively maintained through vegetative clearing (i.e. brush hogging) on a regular schedule to maintain access. As a result, the wetland area through which the corridor passes is already disturbed; however, excavated soils in the wetland will be replaced after the transmission line is installed and appropriate revegetation will occur to ensure that the land is remediated. Proper erosion and stormwater prevention controls will also be put in place in accordance with a Stormwater Pollution and Prevention Plan (SWPPP). For these reasons, no significant adverse environmental impacts to surface waters are anticipated.

4. Impact on Groundwater

The proposed action involves underground facilities. Therefore, no significant adverse environmental impacts to groundwater are anticipated.

5. Impact on Flooding

There are no designated floodplains within the project area. Therefore, no significant adverse environmental impacts in regards to flooding are anticipated.

6. Impact on Air

During construction, fugitive dust and exhaust from equipment can be expected, but limited to the immediate site and controlled through the use of appropriate construction practices. In addition, the significant amount of vegetation (i.e. tree cover) within and surrounding the project area and the distance to nearest occupied structures will serve as a further barrier and buffer to any fugitive dust or exhaust. For these reasons, no significant adverse environmental impacts to air are anticipated.

7. Impact on Plants and Animals

Consultation with online databases available through the NYS Natural Heritage and US FWS have indicated that no known endangered, threatened or rare State or Federal species nor do any significant natural communities exist in the project area. As noted, the utility corridor traverses a State and Federal wetland, though this corridor is actively maintained through vegetative clearing (i.e. brush hogging) on a regular schedule to maintain access. As a result, the wetland area through which the corridor passes is already disturbed and therefore existing plants and animals are deterred. Substantial wooded areas exist adjacent to the project area to provide habitat for any animals that may be displaced within this area. For these reasons, no significant adverse environmental impacts to plants and animals are anticipated.

8. Impact on Agricultural Resources

The project area passes through several County Agricultural Districts; however, these areas are not actively farmed and consist of wooded areas. As noted, the utility corridor traverses a State and Federal wetland, though this corridor is actively maintained through vegetative clearing (i.e. brush hogging) on a regular schedule to maintain access. In addition, should any agricultural activities occur now or in the future on these lands, easements for utilities exist and the transmission main will be up to five (5) feet underground and therefore will not preclude future agricultural use of surface lands. No conversion of lands is proposed. The transmission main is for raw water only to transport water from one reservoir to another for treatment at the City's Water Treatment Facility further

east; this line cannot be tapped for land development purposes. Therefore, no significant adverse environmental impacts to agricultural resources are anticipated.

9. Impact on Aesthetic Resources

The proposed action involves underground facilities. Therefore, no significant adverse environmental impacts to aesthetic resources are anticipated.

10. Impact on Historic and Archeological Resources

The project area is not within or substantially contiguous to any sites listed or eligible for inclusion on the State or National Register. The project area is generally located within a sensitive archeological area. As part of the environmental review process, the State Historic Preservation Office (SHPO/OPRHP) was consulted and provided a letter indicating “no properties, including archeological and/or historic resources, listed or eligible for the New York State and National Registers of Historic Places will be impacted by this project”. SHPO will remain engaged to provide historical and cultural oversight as necessary.

11. Impact on Open Space and Recreation

The proposed action involves underground facilities and, as noted, the utility corridor is actively maintained through vegetative clearing (i.e. brush hogging) on a regular schedule to maintain access. No formal open space or recreational pursuits exist in the project; therefore, no significant adverse environmental impacts to open space and recreation are anticipated.

12. Impact on Critical Environmental Areas

No critical environmental areas exist in the project area; therefore, no significant adverse environmental impacts to critical environmental areas are anticipated.

13. Impact on Transportation

No roadways are proposed as part of the project and no new access is proposed. For these reasons, no significant adverse environmental impacts to transportation systems are anticipated.

14. Impact on Energy

The proposed project involves the replacement of the existing raw water transmission line from Kinch Pond to the Shawangunk Reservoir. Existing pumps and facilities will be utilized to move water between these resources using the new line. Upgrades to this equipment may be needed as the proposed pipe will be larger, though subject to further design. Regardless, the water facilities are currently

served by public utilities and sufficient capacity exists for them. For these reasons, no significant adverse environmental impacts to energy are anticipated.

15. Impact on Noise, Odor, and Light

With the proposed work, there can be expected to be a slight increase in noise, odor and light during daylight hours only for the duration of the project as a result of construction equipment. The extent of the increases will likely be contained to the project area itself as there is significant vegetation that exists at the perimeter to provide a buffer - no significant vegetation will be removed that would decrease that buffering. Although increased noise may be likely during the construction phase, these are temporary in nature. For these reasons, no significant adverse environmental impacts associated with noise, odor, or light are anticipated.

16. Impact on Human Health

The project area has no past history of environmental concern that would result in a negative impact to human health and no hazardous operations presently or are proposed to occur there. For these reasons, no significant adverse environmental impacts on human health are anticipated.

17. Consistency with Community Plans

The City of Middletown is responsible for providing clean, reliable, and safe drinking water for its residents and businesses, totaling over 7,470 taps to approximately 28,400 people. The adequacy of transmitting the raw water to the other impoundment structures prior to treatment and distribution is vital to the health and safety of the City. While the City does not have a community plan available, the County has a Water Master Plan that highlights the importance of wellhead/aquifer protection and encourages continued investment and upgrades to the water system. The proposed project is consistent with the goals and objectives contained in the plan and therefore, no significant adverse environmental impacts associated with community planning are anticipated.

18. Consistency with Community Character

The proposed project entails the replacement of the raw water transmission line that is currently located underground, traversing an array of landscapes but within a utility corridor that is actively maintained by the City at the surface through regular high-vegetative clearing. Though temporary disturbance of the surface will occur while the watermain is being installed, the overall community character of the area will remain the same. For these reasons, no significant adverse environmental impacts associated with community character is anticipated.

COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09.06.22

Index No: 212-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

A Resolution Authorizing an amendment to the City Code to place a Handicapped Parking Spot on Houston Avenue

RESOLVED; that the Common Council of the City of Middletown authorizes to amend the City Code Chapter 460, Vehicle and Traffic, Section 460-28 No-parking zone; handicap permit only to add the following:

- (F) One spot on the southern side of Houston Avenue, approximately 40 feet from the intersection of East Avenue beginning at the No Parking from here to corner sign.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald.

Date of Adoption 09.06.22

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

**I MOVE THE ACCOUNTS BE AUDITED, THE CLAIMS ADJUSTED AND THE
TREASURER BE AUTHORIZED TO ISSUE WARRENTS FOR THEIR PAYMENTS**