

**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
JULY 20, 2021**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL (COUNCIL CLERK)
3. APPROVAL OF MINUTES (NOTHING THIS EVENING)
4. CORRESPONDENCE, COMMUNICATIONS 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 (NOTHING THIS EVENING)
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 authorize the Treasurer to transfer \$200.00 within the Civil Service 2021 budget for the payment of envelopes.
 - Resolution to authorize the Mayor to sign an agreement with CPI-HR to provide services to the City with respect to the Patient Protection and Affordable Care Act.
 - Resolution to concur with the Mayor's appointment of Kelly Ann Kelly as Treasurer of the City of Middletown to replace the term of Donald Paris, term ending December 31, 2021.
 - Resolution to approve and authorize the Mayor to sign a change order for the Richard P. Wolslayer Athletic Field.
 - Resolution to approve three projects using ARPA funds.
 - Resolution to approve the purchase of property located at 37 Kohler Road and for Mayor to sign the contract of sale and approval to sign all documents related to the acquisition of the property.
 - Resolution to approve the easements for the Water System Improvements Project.
 - Resolution to authorize the Mayor to sign as the sole signatory, all necessary documents required pertaining to the Consolidated Funding Application and for approval of the submission for grant for the rehabilitation of the O&W Train Station.



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
JULY 20, 2021**

- Resolution to authorize the Mayor to sign a Cyber Insurance Rider in the amount of \$1,000,000.00 for the new community engagement software for the Middletown Police Department
- Resolution to authorize the Mayor to sign an agreement between the City of Middletown and the Enlarged City School District of Middletown for the purpose of carrying out the School Resource Officer program for the 2021-2022 school year.
- Resolution to renew the contract for Chief of Police Ewanciw from January 1, 2021 through to December 31, 2025.
- Resolution to declare Common Council Lead Agency for the O&W Building Rehabilitation 7 Low Avenue.
- Resolution for a Notice of Determination of Non-Significance for the O&W Building Rehabilitation 7 Low Avenue.
- Resolution to award the bid for Annual Plumbing Maintenance Work, City Buildings/Facilities.
- Resolution to award the bid for Annual HVAC Maintenance Work, City Buildings/Facilities.
- Resolution to award for bid for Disposal of C&D, and tires from Clean Up Program.
- Resolution to award the bid for Annual Electric Maintenance Work.
- Resolution to award the bid for disposal of aluminum/metal/appliances/cast-iron.

13. LOCAL LAWS

- Local Law #1 of 2021- A LOCAL LAW OPTING OUT OF THE ESTABLISHMENT OF CANNABIS RETAIL DISPENSARY LICENSES AND ONSITE CONSUMPTION LICENSES WITHIN THE CITY OF MIDDLETOWN

14. AUDIT OF CLAIMS AND ACCOUNTS (FINANCE COMMITTEE CHAIR)

15. ADJOURNMENT

**The agenda is tentative and established on all accessible information at this time.
Items may be eliminated at any time. Resolutions are added on an emergency basis.**





**Agriculture
and Markets**

RECEIVED/FILED

July 6, 2021

Joseph DeStefano
City Mayor - City of Middletown
16 James St
Middletown, NY 10940

RECEIVED

JUL 08 2021

City Clerk
City of Middletown

Enclosed is the **Municipal Shelter Inspection Report** completed on **06/28/2021**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, dog shelter services were rated "Unsatisfactory" for reasons noted on the report.

Please discuss this notice with municipal officials and take appropriate action so that municipal shelter services are in compliance.

Another inspection will occur in approximately **(30) days** after the date of inspection. It is anticipated that all deficiencies will be corrected by this time.

If you have any questions regarding this inspection, please feel free to contact Joyce Amels, Animal Health Inspector at (845) 500-1498.

Dr. David M. Chico
Veterinarian 3
(518) 457-3502

MUNICIPAL SHELTER INSPECTION REPORT - DL-90**RECEIVED**Rating: **Unsatisfactory30**Purpose: **Inspection****JUL 08 2021**DATE/TOA: **6/28/21 11:15 am****City Clerk
City of Middletown****HUMANE SOCIETY OF PORT JERVIS-DEER PK INC
202 RTE 209
PORT JERVIS NY 12771**Inspector: **Joyce Amels**Inspector #: **67**

These are the findings of an inspection of your facility on the date(s) indicated above:

- | | |
|--|-----|
| 1. Shelter is structurally sound | Yes |
| 2. Housing area and equipment is sanitized regularly | Yes |
| 3. Repairs are done when necessary | No |
| <i>Repairs to concrete in kennels not addressed. Interior and exterior kennels not repaired or resealed. Kennel areas in rear buildings not repaired / resurfaced/ resealed.</i> | |
| 4. Dogs are handled safely | Yes |
| 5. Adequate space is available for all dogs | Yes |
| 6. Light is sufficient for observation | Yes |
| 7. Ventilation is adequate | Yes |
| 8. Drainage is adequate | Yes |
| 9. Temperature extremes are avoided | Yes |
| 10. Clean food and water is available and in ample amount | Yes |
| 11. Veterinary care is provided when necessary | Yes |
| 12. Dogs are euthanized humanely, by authorized personnel | Yes |
| 13. Complete intake and disposition records are maintained for all seized dogs | Yes |
| 14. Dogs transferred for purposes of adoption in compliance with Article 7 | Yes |
| 15. Redemption period is observed before adoption, euthanasia or transfer | Yes |
| 16. Owners of identified dogs are properly notified | Yes |
| 17. Redeemed dogs are licensed before release | Yes |
| 18. Proper impoundment fees paid before dogs are released | Yes |
| 19. Written contract or lease with municipality | Yes |

Town - City - Village Information for Inspection:

TCV CODE TCV NAME

4801	Town of Bethel
3305	Town of Deerpark
3307	Town of Greenville
4811	Town of Mamakating
3319	Town of Wawayanda
3321	City of Middletown
3323	City of Port Jervis

RECEIVED

JUL 02 2021

City of Middletown
City Clerk

REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **Rafael Gonzalez**
TITLE: **shelter director**

REVIEWED BY: **Eloise Herrman**
REVIEWED DATE: **06/30/2021**

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 07-20-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer \$200.00 within the Civil Service 2021 budget for the payment of envelopes in the following manner:

FROM
1430.490
Printing

AMOUNT
\$200.00

TO
1430.480
Office Supplies

John Naumchik

From: Donald Paris
Sent: Thursday, July 8, 2021 9:02 AM
To: John Naumchik
Subject: FW: Transfer

Donald J. Paris
Treasurer
(845) 346-4153
(845) 343-1101 Fax
dparis@Middletown-NY.com

RECEIVED
JUL 08 2021
City Clerk
City of Middletown

From: Pamela Welch
Sent: Wednesday, July 7, 2021 1:30 PM
To: Donald Paris <dparis@middletown-ny.com>
Subject: FW: Transfer

Hi Don,

Kelly advised me to forward you the email I sent her.

Thank you,
Pam

From: Pamela Welch
Sent: Wednesday, July 7, 2021 11:58 AM
To: Kelly Connolly <kconnolly@middletown-ny.com>
Subject: Transfer

Hi Kelly, Happy Wednesday!!

I have to pay Middletown Press \$260.00 But only have \$200.00 in my printing account #1430.490, and only \$237.76 in my office supplies account #1430.480. Joe asked me to email you and ask you to transfer the \$200 from the Printer account #1430.490 to the office supplies account so I can pay for the envelopes. I don't anticipate having to print anything else this year but will have to order office supplies.

Thank you,
Pam

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 07-20-21

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Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

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



RECEIVED
JUL 06 2021
City Clerk
City of Middletown

This ACA Assistance agreement ("Agreement") is made August 1, 2021 (the "Effective Date") by and between City of Middletown, (the "Client") and Corporate Plans, Inc. d/b/a as CPI-HR (the "Company").

Whereas, Client wishes to obtain the services described in Exhibit I from the Company on the terms as set forth herein; and

Whereas, Company wishes to provide such services to Client on the terms as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged and agreed, the parties hereto hereby agree as follow:

1. **Scope of Services to be provided by Company.** Company will provide the services described on Exhibit I (the "Services") to the Client with respect to the Patient Protection and Affordable Care Act ("ACA").
2. **Fees.** Client will pay to the Company the fees set forth on Exhibit II, as and when described in Exhibit II. It is acknowledged and understood that Client is solely and exclusively responsible for all taxes, fees and other assessments incurred by it under the ACA.
3. **Term.** This Agreement shall remain in effect until the first anniversary of the Effective Date, unless earlier terminated as described below; the term of this Agreement will thereafter automatically be extended for an additional term of one (1) year on each anniversary of the Effective Date, unless either party notifies the other, in writing, of its intention to terminate the Agreement as of the next anniversary of the Effective Date, which notice shall be delivered at least thirty (30) days prior to each anniversary of the Effective Date. The term of this Agreement as extended (if applicable) is referred to herein as the "Term." Notwithstanding the foregoing, the Agreement shall terminate immediately upon (i) breach of the Agreement that is not cured (if susceptible to cure) within five (5) business days or (ii) if the Services include access to the Dashboard (as defined on Exhibit I), the date the Company's license to access the Dashboard is terminated. Otherwise, either party may terminate this Agreement by providing thirty (30) days' advance written notice to the other. Notice of termination must be in writing and delivered by certified mail, return receipt requested or overnight carrier to the party's address of record.
4. **Personnel.** The Company is performing its Services as an independent contractor, and neither the Company nor any of its personnel shall be considered employees of the Client for any purpose. Company will assign its personnel according to the needs of the Client as the Company determines. Company retains the right to substitute personnel.
5. **Client's Responsibility.** Client will make available such information as may be reasonably requested for Company to perform the services contemplated herein, in a format as reasonably

requested by Company. Such information will be provided promptly and will be correct and complete. Without in any way limiting any other provision of this Agreement, Client shall be solely and exclusively responsible for the accuracy of all data provided to Company and shall indemnify Company and hold the Company harmless from any claims arising out of or related to the use of inaccurate data, including without limitation data Company re-formats on behalf of Client that is provided in a format that is inconsistent with Company's systems.

6. Not Legal Services. Client acknowledges, understands and agrees that neither the Company nor any consultant providing Services are engaged in the practice of law. The Dashboard does not provide legal services. The Services are not and shall not be deemed to be the provision of legal, tax, financial or similar advice of any kind. Client hereby represents and confirms that for all legal issues arising out of or related to the Services Client will consult with its own legal counsel and is not relying on the Company nor any of its employees or agents to provide legal advice. Company is not responsible for any advice, guidance or support provided to Client by any other entity or third party.

7. Confidentiality. All Confidential Information (defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party shall not disclose the Confidential Information of the disclosing party and will use at least the same degree of discretion and diligence in protecting such Confidential Information as it uses with respect to its own Confidential Information, but in no case less than reasonable care. For these purposes, Confidential Information will include but is not limited to, software, technical processes, trade secrets, functional and technical specifications, designs, drawings, translations, analysis, research, processes, computer programs, beta versions, algorithms, methods, ideas, "know how," and other technical information, materials, plans, projects, and other business information, and User Information); provided, however, that Confidential Information does not include any data or information which the recipient can demonstrate was (a) publicly known through no fault or breach of this Agreement by the recipient; (b) already known to the recipient prior to disclosure by the disclosing party; (c) lawfully disclosed by a third party; (d) independently developed without reference to the Confidential Information; or (e) disclosed pursuant to legal requirement or order. Each party will protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information but in no event less than a reasonable degree of care. Neither party will disclose, release or otherwise make available to any third party Confidential Information of the other party except in order to perform its obligations pursuant to this Agreement. The confidentiality obligations of each party shall survive the termination of this Agreement.

8. DISCLAIMERS. THE COMPANY HAS TAKEN DUE CARE IN THE DEVELOPMENT OF THE SERVICES CONTEMPLATED HEREIN BASED UPON ITS UNDERSTANDING OF THE REQUIREMENTS OF THE ACA. THE COMPANY WILL ENDEAVOR TO REMAIN UPDATED ON NEW DEVELOPMENTS IN THE ACA. THE COMPANY IS NOT A LAW FIRM AND DOES NOT OFFER LEGAL SERVICES NOR HIRE LAWYERS TRAINED IN THE INTERPRETATION OF THE LAW. THE SERVICES PROVIDED ARE NOT INTENDED TO, NOR SHOULD IT, SUPERSEDE OR SUPPLANT THE ADVICE AND INTERPRETATIONS OF CLIENT'S LAWYERS, ACTUARIES AND ADVISORS. A CHANGE IN DATA OR ASSUMPTIONS IS LIKELY TO YIELD A DIFFERENT OUTCOME. CLIENT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT IT AND NOT THE COMPANY IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ALL ASPECTS OF COMPLIANCE WITH THE ACA.

9. **WARRANTY.** The SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS: (A) DO NOT WARRANT THE ACCURACY, COMPLETENESS, COMPREHENSIVENESS OR CURRENCY OF THE SERVICES; AND (B) EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTY OR GUARANTEE THAT THE SERVICES PROVIDED WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM A PARTICULAR LOCATION, SECURE OR ERROR-FREE OR THAT ANY SYSTEMS USED BY THE COMPANY IN DELIVERING THE CONTEMPLATED SERVICES IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS.

10. **Limitation of Liability; Indemnification.** Neither the Company nor its affiliates, officers, directors, employees or agents shall be liable under any claim, demand or action arising out of or relating to Client's reliance upon the information provided as part of the services contemplated herein. In no event will the Company, its affiliates, officers, directors, employees or agents have any liability for direct, special, incidental, consequential or punitive damages, including, without limitation, damages due to lost profits or business interruption, or other damages, even if they have been advised of the possibility of such loss or damages and whether or not such loss or damages is/are foreseeable and notwithstanding the failure of essential purpose of any limited remedy. Without limiting any of the foregoing terms, the Company's liability in connection with this Agreement shall not exceed, as to any claim, the fee referenced in Section 2 and actually paid to the Company, and, in the aggregate, ten thousand dollars (\$10,000). Client agrees to indemnify and hold the Company, its affiliates, officers, directors, employees and agents harmless from any claims, lawsuits, proceedings, costs, attorneys' fees, damages or other losses arising out of or relating to Client's use of the Services.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts taken together shall constitute one and the same instrument. The parties hereto agree that this Agreement and any related documents may be executed by facsimile or digital signature, which will have the same effect as an original signature.

12. **Amendments and Waivers.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of the amendment, by each party to this Agreement or, in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay in exercising any rights or privilege hereunder shall operate as a waiver thereof. No waiver of any right or privilege in respect to any occurrence or event on one occasion shall be deemed a waiver of such right or privilege in respect of such occurrence or event on any other occasion.

13. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, if any provision of this Agreement becomes inconsistent with any present or future law or regulation of any entity having regulatory jurisdiction over it, that provision shall be superseded or amended to conform to such law and regulation, but the remainder of this Agreement shall remain in full force and effect.

14. Successors and Assigns. This Agreement is binding upon the successors and assigns of the parties hereto. The Company may assign this Agreement to an affiliate or a successor in interest upon written notice to the Client.

15. Notices. Whenever any notice may be or is required to be given hereunder, such notice shall be in writing and sent by United States first class mail, postage prepaid; or by overnight delivery service, where receipt is given, and addressed to such party at its last address appearing in the records of the party who is providing the notice; or by e-mailing such person at his, her or its last known e-mail address with a confirmation copy delivered in accordance with this provision.

16. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of Ohio, without regard to principles of conflicts of law. Venue for any action under this Agreement shall be in the state or federal courts located in Cleveland, OH. User consents to such jurisdiction and will not challenge jurisdiction on any grounds including without limitation forum non conveniens.

17. Entire Agreement. This Agreement contains the entire Agreement between the Company and User related to the subject matter hereof and supersede all prior agreements, proposals or representations, whether written or oral, between the parties relating to the subject matter of this Agreement. All schedules and exhibits hereto are intended to be and hereby are specifically made a part of this Agreement.

18. Third-Party Beneficiaries. No provision of this Agreement shall confer upon any person, including but not limited to, Clients, other than the parties hereto any rights or remedies hereunder.

[City of Middletown]

Corporate Plans, Inc. d/b/a CPI-HR

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Exhibit I

Services

If “ACA Consulting” or “ACA Consulting and Dashboard Access” is selected above, the Services will include ACA Consulting Services, in accordance with the following:

- I. Education and ACA Guidance—the Company will:
 - o Provide guidance and general education to those employees of the Client whom Client identifies on the general requirements of the ACA (including the regulatory and sub-regulatory guidance promulgated thereunder);
 - o Recommend general ACA compliance strategies, including the development of an ACA compliance action plan;
 - o Develop generally accepted practices and procedures for ACA compliance;
 - o Provide, as applicable, guidance on updates to ACA legislation and regulatory and sub-regulatory guidance as the same may be received by the Company; and
 - o Provide general guidance support with respect to questions under the ACA.
- II. Employee tracking information and services—electronic ACA software platform designed to:
 - o Provide guidance on variable hour employee measurements (standard measurement, administrative and stability periods);
 - o Provide guidance on regulatory tracking and filing requirements under the ACA;
 - o Assist Client with the development of a system to track group health insurance plan eligibility using tracking system and payroll information provided by Client;
 - o Provide Client access to historical data and reports; and
 - o Assist client with the timely filing of forms required by Code Sections 6055 and 6056 (1094 & 1095 reporting).
- III. Union education meetings—assist with union relationships related to ACA compliance:
 - o Meet with Union representatives on a quarterly basis to address ACA and plan education concerns;
 - o Provide non-legal guidance on ACA compliance issues that arise in collective bargaining agreements;
 - o Assist Client with strategy for Union Negotiations relative to ACA compliance
- IV. Financial Impact Consulting—

- o Consult with Client concerning ACA questions and concerns;
- o Examine the cost of penalties versus providing coverage;
- o Estimate the potential cost for covering a higher number of participants on the plan;
- o Project financial impacts of those who become eligible; and
- o Discuss market alternatives for minimum value plan for variable hour employees.

If “Dashboard Access” or “ACA Consulting and Dashboard Access” is selected above, the Services will include Dashboard Access, in accordance with the following:

I. Dashboard Access:

- o Access to a proprietary web-based application which assists users in compliance with employee tracking and other provisions of the ACA (referred to herein as the “Dashboard”);
- o Access shall be granted via a limited, non-exclusive, non-transferable, non-sublicensable license to use the Dashboard on the Dashboard website;
- o Access will include access to ACA-related content and updates;
- o Client will be able to generate reports (“Reports”) that will assist them in analyzing the impact of the ACA on its business (in the case of a client that is an agency or broker (“Agency”), for its Clients;
- o The license to access the Dashboard may not be licensed or sub-licensed and Client will not permit any third-party to access the Dashboard;
- o Client is solely responsible for furnishing any and all equipment required to access the Dashboard; Services beyond Dashboard access (e.g., actuarial and consulting services in connection with reviewing Reports) shall be subject to an additional charge, which shall be agreed to in writing by Client and the Company.

II. Restrictions.

- o Unless otherwise agreed, Client may not (i) use, copy, reproduce, publish, upload, post, transmit, commercialize, distribute, modify or transfer the Dashboard or any content provided thereon; (ii) reverse engineer, disassemble, decompile, or translate the Dashboard, or otherwise attempt to derive the source code of the Dashboard, modify or create derivative works of the Dashboard or any updates thereof, or authorize any third party to do any of the foregoing; (iii) develop, sell or distribute applications that are capable of launching, being launched from, or are otherwise integrated with, the Dashboard; or (iv) rent, lease, loan, resell for profit, distribute, sublicense or use the Dashboard in a time-sharing arrangement;

- o Dashboard and Report usage is subject to the terms of use set out at the Company's website and the Company's privacy policy, as it may be amended and which is available at the Company's website;
- o Client will keep intact, and will not obscure, alter or remove any copyright and proprietary notices attached to the Dashboard and the Reports without the Company's prior written consent.

Exhibit II

ACA Consulting Services

Client will pay the Company \$14,500 for the ACA Consulting Services described in Exhibit I, which will be provided during the first year of the Term. This fee is payable in four (4) quarterly installment payments, due on 9/15/21, 12/15/21, 2/15/22 and 5/15/22.

General Payment Terms

Payment is due upon receipt of an invoice (for Dashboard access) and/or on the date(s) listed above for ACA Consulting Services. Accounts are delinquent if not paid within thirty (30) days. In the event any balance is delinquent, the Company may recover the amounts due, with interest at 1% per month and may terminate all Services (including Client's access to the Dashboard) without further notice.

Client shall be solely and exclusively responsible for all fees, assessments, taxes, penalties or other amounts due of whatever kind or nature attributable to any Report.

In the event this Agreement is terminated prior to the one year anniversary of the Effective Date of this Agreement and the Services include access to the Dashboard, Client shall repay to the Company all costs incurred by the Company in setting up Client's access to the Dashboard. Upon any termination of this Agreement, client will promptly pay promptly to the Company all amounts due under the Agreement and shall not be entitled to a refund of any amounts paid prior to the date of the termination.

Fees for any renewed Term shall be on the same terms as provided in this Exhibit II, unless both parties sign an amendment to this Exhibit II.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

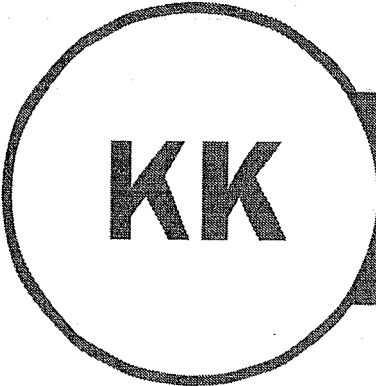
Sec'd by Ald. _____

Date of Adoption 07-20-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Mayor appointment of Kelly Ann Kelly as Treasurer of the City of Middletown to replace the term of Donald Paris, term ending December 31, 2021.



KK

KELLY ANN KELLY

MUNICIPAL FINANCE

OBJECTIVE

Seasoned Accounting
Professional looking to grow
in Governmental Accounting.

SKILLS

Excellent Motivator with
strong critical thinking and
problem-solving skills.
Enjoys finding ways to
improve and streamline
processes.

EXPERIENCE

VILLAGE TREASURER • VILLAGE OF WALDEN • APRIL 2016 TO PRESENT

Oversee all fiscal operations of the Village of Walden including Tax Collection/Utility Billing/Payroll/AP/General Ledger/AUD preparation.

Prepare annual operating and capital budgets for the Village.

Manage all borrowing/BANS for the Village.

Streamlined many antiquated policies and procedures.

Worked closely with Village Manager to get Village off the fiscally stressed list.

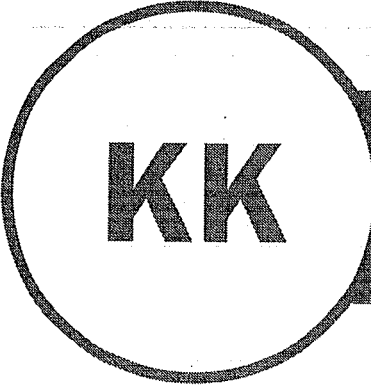
CFO/CONTROLLER/DIRECTOR OF FINANCE/STAFF ACCOUNTANT • ELANT • SEPT 1999 – APRIL 2016 -

Worked my way up to Manage the Finances of a multi-faceted Senior Healthcare Non-Profit Agency with budgets in excess of \$100 million dollars.

EDUCATION

BACHELOR OF SCIENCE -ACCOUNTING • MAY 1992 • SUNY NEW PALTZ

MASTER OF BUSINESS ADMINISTRATION • 25 CREDITS – FALL OF 2003 • MOUNT SAINT MARY COLLEGE



KK

KELLY ANN KELLY

MUNICIPAL FINANCE

VOLUNTEER EXPERIENCE OR LEADERSHIP

Audit Committee for Valley Central School District 2015 to present.

Orange County Soccer Club – Parent Volunteer 2012 to 2018

Montgomery Nursery School – Treasurer/Bookkeeper 2003 to 2008

Walden Elementary PTO – Treasurer – 2010 - 2012

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
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By Ald. _____

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Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to approve and authorize the Mayor to sign the attached change order for the Richard P. Wolslayer Athletic Field in the amount of \$56,882.40 using the current funding from this project.

AIA® Document G701™ – 2017

Change Order

PROJECT: Richard P. Wolslayer Athletic Field SR 211 W. (Monhagen Avenue) Middletown, NY 10940 OWNER: City of Middletown 16 James Street Middletown, NY 10940	CONTRACT INFORMATION: Contract For: General Construction Date: 11-24-2020 ARCHITECT: Joseph L. Fucci, RA AEGIS Design 32 Starhaven Avenue Middletown, NY 10940	CHANGE ORDER INFORMATION: Change Order Number: 04 Date: 06-30-2021 CONTRACTOR: Turco Golf, Inc. 430 Montclair Avenue Pompton Lakes, NJ 07442
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The Contract is Changed as follows:

1. Interior and Exterior Perimeter Track Curbing shall be increased to 2,740 LF of 6" w x 12" d concrete curbing, installed as per Contract Documents (see attached detail and documentation).

The original (Contract Sum) (Guaranteed Maximum Price) was \$ 963,612.00
The net change by previously authorized Change Orders \$ 175,533.68
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ 1,139,145.68
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (~~decreased~~) (~~unchanged~~)
by this Change Order in the amount of \$ 56,882.40
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be \$ 1,196,028.08
The Contract Time will be (increased) (~~decreased~~) (~~unchanged~~) by () days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

AEGIS Design	Turco Golf, Inc.	City of Middletown, NY
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
<u>Joseph L. Fucci</u>	<u>Lawrence P. Turco</u>	
SIGNATURE	SIGNATURE	SIGNATURE
Joseph L. Fucci, Principal Architect	Lawrence P. Turco, VP	Joseph DeStefano, Mayor
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
06/30/2021	7/2/2021	
DATE	DATE	DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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430 Montclair Avenue
 Pompton Lakes, New Jersey 07442
 Phone: (845) 357-9300 | Fax: (845) 357-0966

June 25, 2021

Mr. Joseph Fucci, Architect
 Aegis Design
 29 Liberty Street
 Middletown, NY 10940

Ref. Turco Golf's Proposal for Alternative Track Curb & Increased Quantity
 Project: Richard P. Wolslayer Athletic Field: Phase 1(A) - Track, Field, Drainage

Dear Mr. Fucci:

In your emailed response to Turco Golf's RFI #11 on June 21, 2021, you requested pricing for "alternative curbing (which) shall reflect the full quantity required to curb both the inner and outer edges of the track." The full quantity required is 2,740 LF, an increase of 1,540 LF above the bid total.

Below is Turco Golf's Proposal for labor & materials to install the alternative curbing specified: SportsEdge FlexEdge Rubber "L" Curb and FlexEdge Flat Top Curb. Also included is installing a 6"x 12" Concrete Curb (versus the 6"x 20" curb in the bid), suggested to reduce costs. AAE's aluminum track curbing is not included since it is incorrect for this project's application:

Fancher-Davidge Park Expansion		
<u>ADD/DEDUCT - Alternative Curbing Options with Full Curb Quantity</u>		
<u>Option #1 : FLEXEDGE Rubber Curb w/L Ledge</u>		
<u>Section 03 00 00 Concrete Work</u>		
<u>DEDUCT: a. 1.66' x .5' Conc. Track Curb</u>	1,200.00	LF
6" x 20" curb		
Excavation & Preparation	-1,200.00	LF
Inst. 6 "thick subbase	-73.00	TN
Install 6" x 20" Concrete Curb	-1,200.00	LF
Overburden	1.00	LS
Subtotal DEDUCT	-\$51,600.00	
<u>ADD: Rubber Track Curb w/L Ledge</u>	2,740.00	LF
<i>FlexEdge L Rubber Curb provided by Sportsedge</i>		
Excavation & Preparation	2,740.00	LF
Inst. 6 "thick subbase	130.00	TN
Supply & Install curb	2,740.00	LF
Overburden to fill	1.00	LS
4 WEEKS FOR MATERIAL DELIVERY		



Subtotal ADD	\$132,952.75	
Total CONTRACT ADD	\$81,352.75	
<u>Option #2: FLEXEDGE Rubber Curb/FLAT TOP</u>		
<u>Section 03 00 00 Concrete Work</u>		
<u>DEDUCT: a. 1.66' x .5' Conc. Track Curb</u>	1,200.00	LF
<i>6" x 20" curb</i>		
Exc. 1.5'd x 2' x 1,200'/27 x 1.15 = 115 CY	-1,200.00	LF
Inst. 6"th subbase	-73.00	TN
Install 6" x 20" Concrete Curb	-1,200.00	LF
Overburden	1.00	LS
<u>Subtotal DEDUCT</u>	-\$51,600.00	
<u>ADD: Rubber Track Curb/Flat Top</u>	2,740.00	LF
<i>FlexEdge L Rubber Curb provided by Sportsedge</i>		
Excavation & Preparation	2,740.00	LF
Install 5 "thick subbase	108.00	TN
Install 1" Stone Screenings	25.00	TN
Supply & Install curb	2,740.00	LF
Overburden to fill	1.00	LS
4 WEEKS FOR MATERIAL DELIVERY		
Subtotal ADD	\$182,837.90	
Total CONTRACT ADD	\$131,237.90	
<u>Option #3</u>		
<u>ADD/DEDUCT - 6" x 12" Curb Installation</u>		
<u>Section 03 00 00 Concrete Work</u>		
<u>DEDUCT: a. 1.66' x .5' Conc. Track Curb</u>	1,200.00	LF
<i>6" x 20" curb</i>		
Excavation & Preparation	-1,200.00	LF
Inst. 6 "thick subbase	-73.00	TN
Install 6" x 20" Concrete Curb	-1,200.00	LF
Overburden	1.00	LS
<u>Subtotal DEDUCT</u>	-\$51,600.00	
<u>ADD: 6"w x 12" d Concrete Curb</u>	2,740.00	LF
<i>PS Concrete to Install</i>		
Excavation & Preparation	2,740.00	LF
Inst. 6 "thick subbase	130.00	TN
Supply & Install 6" x 12" Concrete Curb	2,740.00	LF
Backfill Curb with Subbase / Under Track	33.00	TN
Overburden to fill	1.00	LS
Subtotal ADD	\$108,482.40	
Total CONTRACT ADD	\$56,882.40	

<u>ADD/ DEDUCT SUMMARY</u>		
<u>Option #1</u>		
ADD - FLEXEDGE Rubber Curb w/L Ledge	\$81,352.75	
<u>Option #2</u>		
ADD - FLEXEDGE Rubber Curb/FLAT TOP	\$131,237.90	
<u>Option #3</u>		
ADD - 6" x 12" Concrete curb	\$56,882.40	

The installation of the above proposed FlexEdge Rubber Curbing is very labor intensive. Rubber curb section come in 8' lengths and require a 1.5' long steel pin be installed every 1.5' o.c. to anchor material in place. A 1" stone dust leveling course is required prior to installation insuring that the curb is installed completely level. Additional time is required in the preparation of subgrade prior to installation.

Once the City of Middletown confirms its decision re. the curbing, and a signed change order is executed for the adjusted contract value, we will place material orders and re-mobilize. We would appreciate your prompt attention in this matter. Awaiting your comments.

Sincerely,

Lawrence P. Turco

Larry Turco, VP
Turco Golf, Inc.

LT/mm
Attachments: Product Brochures

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 07-20-21

Index No: _____

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

WHEREAS; the City has received 50% of ARPA funds and the guidelines and timelines on spending the funds, and

WHEREAS; RBT the City's accounting firm has agreed to assist the City in developing the required backup for spending these funds, and

WHEREAS; the Mayor has development a preliminary spending plan attached to this resolution, and

WHEREAS; the Mayor is requesting the approval and funding from the ARPA funds of three of following projects at this time:

1. Streetscape - Finish and fund the sidewalks on Dolson, Ridge and many other intersections where we need to connect different funding sources to each other. This will require \$2.2 million.
2. Additional paving as agreed by consensus. Additional funds required are \$1.5 million.
3. Fire Department Cascade System- \$65,000.00

LET IT BE RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to approve the three projects, the funding from the ARPA, establish capital project a lines in the 2021 budget and authorize the Mayor to sign all documents for the three projects.

John Naumchik

From: Donald Paris
Sent: Tuesday, July 6, 2021 2:32 PM
To: John Naumchik
Subject: FW: ARPA Funds
Attachments: ARPA PROJECTS.xlsx

RECEIVED

JUL 06 2021

City Clerk
City of Middletown

Donald J. Paris
Treasurer
(845) 346-4153
(845) 343-1101 Fax
dparis@Middletown-NY.com

From: Joseph DeStefano <mayordestefano@yahoo.com>
Sent: Saturday, July 3, 2021 3:29 PM
To: J Miguel Rodrigues <jmrodrigues57@yahoo.com>; Kate Ramkissoon <kramkissoon@hvc.rr.com>; Paul Johnson <pjohnson@middletown-ny.com>; Paul Johnson <pkjohnson52653@gmail.com>; Thomas Burr <tburr@middletown-ny.com>; Andrew Green <agreen@middletown-ny.com>; Joseph Masi Yahoo <barney10940@yahoo.com>; Jerry Kleiner <gkleiner@middletown-ny.com>; Jude A. Jean-Francoise <judefrancois01@yahoo.com>; Jerry Kleiner <gkleiner@citlink.net>; Jude A. Jean-Francois <jajean-francois@middletown-ny.com>; Sparrow Tobin <stobin@middletown-ny.com>
Cc: Jacob Tawil <jtawil14@yahoo.com>; Donald Paris <dparis@middletown-ny.com>; Nick Barber <mfdchiefbarber@middletown-ny.com>; Maria Bruni <mbruni@middletown-ny.com>
Subject: ARPA Funds

To: Common Council
From: Mayor DeStefano
Re: ARPA Funds Use

I have attached a preliminary spending plan for the ARPA funds. We have received 50% of the money and there are guidelines and timelines on spending.

RBT, our accounting firm has agreed to come on board to assist us in developing the required backup for spending these funds. There will be audits and the guidelines are vague which requires us to document well up front. The proposed contract with RBT is \$10,000 and is an eligible expense under ARPA.

The items that we need to move on for Tuesday, July 6th are as follows:

1. RBT contract - \$10,000
2. Streetscape - Finish and fund the sidewalks on Dolson, Ridge and many other intersections where we need to connect different funding sources to each other. This will require \$2.2 million.
3. Additional paving as agreed by consensus. We can fund this with fund balance or use these funds. We believe that the use of these funds makes this item eligible after the census tract breakdown. Additional funds required are \$1.5 million.
4. Fire Department Cascade System- \$65,000

I have attached a priority list for funding the additional funds that we should discuss in committee and will also discuss the formulas involved. Also available to discuss with any member on Monday.

Respectfully
Joe DeStefano
Mayor

ARPA FUNDING				
PROJECT	BUDGET	SOURCE	ARPA	
O & W	\$ 7,700,000.00			
ARPA		\$ 3,000,000.00	\$ 3,000,000.00	
GUNTHER		\$ 2,000,000.00		
HOME				
SCHUMER				
GILLIBRAND				
CITY		\$ 1,000,000.00		
NYS AG				
ABCD				
TOTAL O&W	\$ 7,700,000.00	\$ 6,000,000.00		
SUPPLEMENTAL				
STREET SCAPE	\$ 2,200,000.00			
			\$ 2,200,000.00	
CDA HOME	\$ 140,000.00		\$ 140,000.00	
OWNERSHIP				
PAVING				
LOW-MOD				
NEIGHBORHOODS	\$ 1,500,000.00			
			\$ 1,500,000.00	
RBT CONSULT			\$ 10,000.00	
SENIOR CENTER HVAC			\$ 100,000.00	
FUND BALANCE				
REV SHORT	\$ 2,500,000.00			
			\$ 2,500,000.00	
WOLSLAYER FIELD				
BLEACHERS			\$ 50,000.00	
REST ROOMS / CONCESS			\$ 125,000.00	
WAYFINDING				
STREET/DECORATION	\$ 500,000.00			
			\$ 500,000.00	
PARAMOUNT SECURITY	\$ 25,000.00		\$ 25,000.00	
PARAMOUNT PROGRAM	\$ 100,000.00		\$ 100,000.00	
POLICE				

PATROL & SUPERVISOR				
VEHICLES	\$ 220,000.00			
TRAINING DEVELOPMEN	\$ 50,000.00			
TOTAL POLICE			\$ 270,000.00	
MAPLE HILL WALKWAY				
	\$ 50,000.00		\$ 50,000.00	
MONHAGEN				
1500 LF SIDEWALK	\$ 300,000.00		\$ 300,000.00	
FIRE				
BLDG REN @MPC	\$ 200,000.00		\$ -	
CASCADE SYSTEM	\$ 65,000.00			
KITCHEN CENTRAL	\$ 15,000.00			
FIREMAN JOE	\$ 75,000.00			
TOTAL FIRE			\$ 355,000.00	
WASHINGTON ST				
FENCING & IMPROVEMENTS	\$ 75,000.00		\$ 75,000.00	
RENOVATIONS				
TOTAL			\$ 11,300,000.00	
ARPA			\$ (11,300,000.00)	
BALANCE			\$ -	

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 07-20-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to approve the purchase of property located at 37 Kohler Road, as per the attached contract of sale and authorize the Mayor to sign the contract of sale and to sign all documents related to the acquisition of the property.

CONTRACT OF SALE

DATE

CONTRACT OF SALE made as of the day of June, 2021

PARTIES BETWEEN

CHARLES KROGSLUND and GERDA KROGSLUND

Address: 37 Kohler Road, Middletown, New York 10940
hereinafter called "SELLER" who agrees to sell, and

CITY OF MIDDLETOWN

Address: 16 James Street, Middletown, New York 10940
hereinafter called "PURCHASER", who agrees to buy

The property located at **37 Kohler Road**, Middletown, New York, including all buildings and improvements, if any, thereon (the "PREMISES") (more fully described on a separate page marked "Exhibit A") and also identified on the Tax Map of the Town of Mount Hope, County of Orange, New York as **an approximately 5-acre portion of Section 1649, Block 1, Lot 36.21, as shown on the attached map which is made a part hereof.**

PURCHASE PRICE

1. The purchase price is **\$30,000.00**, payable as follows:

(A) On signing of this Contract, by check in the amount of **\$3,000.00** subject to collection, the non-payment of which shall give SELLER the right to declare this Contract null and void and to pursue all remedies against PURCHASER on said check or as otherwise permitted by law. The downpayment check shall be made payable to _____ Alex Smith, Esq., as attorney for PURCHASER, (to be held in escrow in non-interest bearing status by the Escrow Agent as hereinafter provided).

(B) **Balance at Closing:** By **certified or bank check** made payable to the SELLER named above in the amount of **\$27,000.00**. Not more than \$1,000.00 shall be paid at Closing other than by certified or bank check.

SUBJECT TO PROVISIONS:

2. The PREMISES are to be transferred subject to:

a. All present and future building, zoning and other restrictions, regulations, laws, ordinances, resolutions and orders of any State, municipal or other governmental authorities having jurisdiction over the PREMISES or the use or improvement thereof.

b. The rights of utility companies, if any, to install, maintain and operate lines, poles, pipes, distribution boxes, and other equipment and installations over, under or along the street next to the PREMISES or the part of the PREMISES next to the street, or running to improvements on the PREMISES.

c. Encroachments and projections of walls, foundations, trim, fences or other improvements, installations or appurtenances onto the PREMISES or from the PREMISES onto adjoining property; variations between record lines and any tax map; and consents for the erection and maintenance of any structures on, under or above any streets or roads adjoining the PREMISES.

d. Such state of facts as an accurate survey may reveal.

e. Real estate taxes and water and sewer charges, subject to adjustment as hereinafter provided.

TITLE COMPANY APPROVAL:

3. Upon satisfaction of the conditions set forth in Paragraphs 27-30 herein, PURCHASER agrees to promptly apply for and procure a title insurance commitment from, and to cause title to the PREMISES to be searched and examined by a duly licensed and reputable title insurance company (the "title company"). PURCHASER agrees to promptly deliver to SELLER, a copy of the title company's title report or commitment, and any tax search, departmental searches, survey and survey reading. PURCHASER shall **promptly notify** SELLER of any objections disclosed by the title and municipal searches. The failure by PURCHASER to so notify SELLER within a reasonable time prior to Closing shall constitute a waiver by PURCHASER of any and all objections and defects in SELLER's title that would have been disclosed by such prompt notification. PURCHASER shall pay all expenses for examination of title, the premium for any title insurance policy, and all other title, survey or other expenses incurred in connection with this Contract or the Closing.

4. SELLER shall have the right to attempt to remedy any defects in title, and shall be entitled to reasonable adjournments of the Closing for such purpose. PURCHASER shall accept such title as the title company will insure in accordance with its standard

form of title policy, subject only to the matters provided for in this Contract and such other exceptions as the title company, without special premium to PURCHASER, will omit as exceptions to coverage or will except with insurance against collection out of or enforcement against the PREMISES.

CLOSING DEFINED AND FORM OF DEED:

5. "Closing" means the settlement of the obligations of SELLER and PURCHASER to each other under this Contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a Bargain and Sale Deed with Covenant Against Grantor's Acts in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law.

CLOSING DATE AND PLACE:

6. Closing will take place at the office of PURCHASER'S attorney on or about **September 1, 2021, a date subject to fulfillment of all the conditions set forth hereinbelow.**

STREETS AND ASSIGNMENT OF UNPAID AWARDS:

7. This sale includes all of SELLER's ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at Closing, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

BROKERS:

8. PURCHASER represents and warrants that it has not dealt with any broker in connection with this sale, except Rand Commercial. PURCHASER agrees to indemnify and hold SELLER harmless from and against all liabilities, claims, damages or expenses, including attorneys fees, pertaining to any broker with whom PURCHASER has dealt. PURCHASER shall pay the commission of Rand Commercial per a separate agreement. This provision shall survive Closing for a period of one (1) year.

APPORTIONMENTS:

9. The following are to be apportioned as of midnight of the day before CLOSING.

- (a) Rents as and when collected.
- (b) Premiums on existing transferable insurance policies and renewals of those expiring prior to Closing.
- (c) Real estate taxes, water charges and sewer rents, if any, on the basis of the lien period for which assessed.
- (d) Gas and oil, if applicable.

10. If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation; however, adjustment will be made when the actual tax amount is determined. This provision shall survive the Closing.

11. Any errors or omissions in computing apportionments at Closing shall be corrected. This provision shall survive Closing.

ALLOWANCE FOR UNPAID TAXES, ETC.:

12. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five (5) business days after Closing, provided that official bills therefor computed to said date are produced at Closing.

USE OF PURCHASE PRICE TO PAY ENCUMBRANCES:

13. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at Closing, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit money with the title insurance company employed by PURCHASER and required by it to assure its discharge; but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made with a reasonable time before Closing, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

AFFIDAVIT AS TO JUDGMENTS, BANKRUPTCIES, ETC.:

14. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a

satisfactory detailed affidavit at Closing showing that they are not against SELLER.

DEED TRANSFER AND RECORDING TAXES:

15. At Closing, SELLER shall deliver a check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return.

SELLERS' INABILITY TO CONVEY AND LIMITATION OF LIABILITY:

16. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this Contract, without interest, plus all charges made for:

- (a) examining the title,
 - (b) any appropriate additional searches made in accordance with this Contract,
- and
- (c) survey and survey inspection charges.

17. Upon such refund and payment this Contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other. SELLER'S total liability for all of these items, **shall not exceed \$350.00**, in addition to refund of the downpayment.

CONDITION OF PROPERTY:

18. PURCHASER has inspected the PREMISES and is thoroughly acquainted with its condition. PURCHASER agrees to purchase the PREMISES "**as is**" and in its present condition subject to reasonable use, wear, tear, and natural deterioration between now and Closing. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect the PREMISES before Closing.

19. PURCHASER acknowledges that neither SELLER nor any representative or agent of SELLER have made any representation or warranty as to the physical condition, state of repair, expenses or operation of the PREMISES or any matter or thing affecting or relating to the PREMISES or this Contract, except as specifically set forth herein. SELLER shall not be liable or bound in any manner by any oral or written statement, representation, agreement or information relating to the PREMISES or this Contract furnished by any real estate broker, agent or other person, unless specifically set forth

herein.

20. SELLER represents that it has no actual notice of any municipal violations, and SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

21. This Contract is subject to and conditioned upon PURCHASER, at its sole cost and expense, obtaining a satisfactory **engineer's** report as to the condition of the premises, including a radon and underground tank inspection (if any) within a reasonable time after the execution of this Contract. The PURCHASER shall have the right to cancel this Contract in the event the engineer's report is unsatisfactory, in which event the entire deposit and downpayment paid by the PURCHASER shall be returned to the PURCHASER and this Contract shall be deemed null and void. Notice of an election to terminate this Contract hereunder must be made in writing delivered or postmarked to the SELLER'S attorney within a reasonable time after the inspection, otherwise this condition and contingency is waived.

22. PURCHASER shall have access to the PREMISES within **48 hours prior to Closing** or taking of possession in order to ascertain the condition of the PREMISES.

ESCROW CONDITIONS:

23. Alex Smith, Esq., is hereby designated as Escrow Agent in this transaction and he shall hold the downpayment in accordance with this Contract. The Escrow Agent may at any time deposit the downpayment with a court of competent jurisdiction, and upon notice to SELLER and PURCHASER of such deposit the Escrow Agent shall have no further responsibility or liability hereunder. The Escrow Agent is hereby authorized and directed to deliver the downpayment to SELLER if, as and when title closes.

24. SELLER and PURCHASER acknowledge that the Escrow Agent is merely a stakeholder, and that the Escrow Agent shall not be liable for any act or omission unless taken or suffered in bad faith, in wilful disregard of this contract or involving gross negligence. The Escrow Agent shall not be required to invest the downpayment in an interest bearing account or other income producing investment.

LIQUIDATED DAMAGES:

25. If PURCHASER wilfully defaults under this Contract, SELLER shall be entitled to declare this Contract null and void and to receive from the Escrow Agent and to retain all sums paid by PURCHASER hereunder as liquidated damages, whereupon this Contract

shall terminate and neither party shall have any further claim against the other. If SELLER willfully defaults under this Contract, PURCHASER shall be entitled to all remedies provided by law including, but not limited to, specific performance.

ASSIGNMENT:

26. PURCHASER may not assign this Contract without the prior written consent of the SELLER. Any attempted assignment without such consent shall be null and void.

APPRAISAL

27. This Contract is conditioned upon PURCHASER obtaining an independent appraisal which confirms that the value of the subject Premises is not less than the purchase price set forth herein.

SURVEYS, MAPS AND SUMMARY OF PROPERTY CONDITIONS

28. Upon receipt of the Appraisal described in Paragraph 27, above, the SELLER shall immediately submit a subdivision application to the Town of Mount Hope. The PURCHASER shall be responsible for timely preparing and paying for the subdivision fees, plans, survey and SEQRA analysis for the Town Board.

TOWN BOARD SUBDIVISION APPROVAL

29. This Contract is conditioned upon final subdivision approval from the Mount Hope Town Board. The parties agree to fully cooperate with all reasonable requirements issued by the Town Board in connection with the subdivision application.

DEC and COMMON COUNCIL APPROVAL

30. This Contract is also conditioned upon approval by the New York State Department of Environmental Conservation and the City of Middletown Common Council.

ENTIRE AGREEMENT:

31. All prior understandings and agreements between SELLER and PURCHASER are merged in this Contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that is not set forth in this Contract.

CHANGES MUST BE IN WRITING

32. This Contract may not be changed or cancelled except in writing. The Contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this Contract.

SURVIVAL:

33. None of the representations, warranties, covenants or other obligations of SELLER hereunder shall survive the Closing, except as expressly provided herein. Acceptance of the deed by PURCHASER shall be deemed full and complete performance and discharge of every agreement and obligation of SELLER hereunder, except those, if any, which expressly are stated herein to survive the Closing, and then such survival shall be only for a period of one year.

SINGULAR ALSO MEANS PLURAL:

34. Any singular word or term herein shall also be read as in the plural whenever the sense of this Contract may require it.

BINDING EFFECT:

35. This Contract shall not be considered an offer or an acceptance of an offer by SELLER, and shall not be binding upon SELLER until executed and delivered by both SELLER and PURCHASER. Upon such execution and delivery, this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF, SELLER AND PURCHASER have duly executed this Contract on the date first above written.

CHARLES KROGSLUND, Seller

GERDA KROGSLUND, Seller

CITY OF MIDDLETOWN
By:

Joseph DeStefano, Mayor



www.EngineeringPropertiesPC.com
71 Clinton Street
Montgomery, NY 12549
phone: (845) 457-7727
fax: (845) 457-1899

July 13, 2021

City of Middletown
Mayor Joe Destefano
16 James Street
Middletown, NY 10940

**RE: PROPOSAL OF PROFESSIONAL LAND SURVEYING SERVICES
37 KOHLER ROAD
TOWN OF MOUNT HOPE, ORANGE COUNTY, NY**

Dear Mayor Destafano:

Pursuant to your request, Engineering & Surveying Properties, P.C. (EP) is pleased to submit a proposal to provide land surveying services of a 7.8-acre property known as tax lot 16-1-36.21, located on 37 Kohler Road in the Town of Mount Hope, Orange County, New York. The scope of services would be performed for City of Middletown, herein referred to as the Client. A more detailed scope of services follows:

1.0 WQIP BOUNDARY SURVEY

1.1 EP will perform a boundary survey of the entire property and prepare a survey plat meeting the code of practice adopted by the New York State Association of Professional Land Surveyors, which will be certified to all parties having interest, financial institutions and/or title insurers. The Survey will also be prepared in accordance with the WQIP Land Acquisition required, title block and certification and checklist.

2.0 LIMITATIONS OF SERVICE

Engineering & Surveying Properties, PC shall provide the above referenced scope of services subject to the following limitations:

- 2.1 Owner shall provide access to the premises to be surveyed.
- 2.2 Remote Sensing techniques may be utilized for mapping amenities unimportant to the determination of the boundary.
- 2.3 Owner shall provide an up to date abstract of title.
- 2.4 This proposal does not include title review beyond current deeds of record except as included in title report.
- 2.5 Preparation of descriptions is not included.
- 2.6 The price for corner markers to be set have not been included in this proposal (quantity and material type unknown at this time).
- 2.7 Wetlands not included in base price of survey.

3.0 FEES AND PAYMENTS

Fees for services will be invoiced and are due at such a time that survey plat is made available to the client.

Item 1.0 WQIP Boundary Survey

\$ 4,500

Reimbursable expenses for copying, overnight mail, etc. will be billed based upon actual usage and expenditures in accordance with EP's standard rates attached.

Invoices will be issued on a monthly basis and payment is due upon receipt. Any outstanding balance greater than 60 days will be assessed finance charges and EP reserves the right to stop all work for any outstanding balance greater than 90 days. If work has stopped for non-payment, EP will not resume work until payment of all outstanding debt has been made in full.

PROPOSAL ACCEPTANCE FORM

I HEREBY AUTHORIZE ENGINEERING & SURVEYING PROPERTIES, PC TO PERFORM THE SCOPE OF WORK FOR THE FEES AS STATED IN THIS PROPOSAL AND HEREBY AGREE TO ALL LIMITATIONS, TERMS AND CONDITIONS OF THE PROPOSAL.

Signer's Name (Print)_____
Signature_____
Date**CLIENT CONTACT INFORMATION:**

Please provide the responsible party's contact information below for each outlined.

Change to Proposal Scope and/or Additional Work:

Name: _____

Address: _____

E-Mail: _____

Phone: _____

Invoices (please provide desired format (paper or e-mail)):

Paper: _____

E-mail: _____

Name: _____

Address: _____

E-Mail: _____

Phone: _____

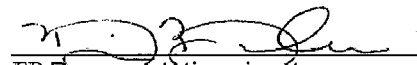
FOR EP USE ONLY

Client Name: _____

Project # & Name: _____

Proposal #: _____

Retainer amount required: \$ _____

Brian Babcock, LS. Chief Surveyor
EP Representative name (Print)
EP Representative signature_____
Date

Engineering & Surveying Properties, PC

2021 Hourly Fee Schedule*

Principal	\$ 189.00 /hr
Chief Engineer	\$ 175.00 /hr
Chief Surveyor	\$ 142.00 /hr
Professional Engineer	\$ 137.00 /hr
Senior Engineer	\$ 125.00 /hr
Licensed Land Surveyor	\$ 135.00 /hr
Senior Project Engineer	\$ 108.00 /hr
Environmental Engineer	\$ 103.00 /hr
Project Engineer	\$ 95.00 /hr
Surveyor	\$ 92.00 /hr
Senior Technician	\$ 87.00 /hr
Staff Engineer	\$ 87.00 /hr
Survey Draftsperson	\$ 76.00 /hr
Staff Planner	\$ 76.00 /hr
Field Technician	\$ 70.00 /hr
Survey Technician	\$ 70.00 /hr
Administrative	\$ 46.50 /hr
1-Man Survey Field Crew	\$ 130.00 /hr
2-Man Survey Field Crew	\$ 160.00 /hr
SWPPP Weekly Inspections	\$ 250.00 each
Reproduction	
24"x36"	\$ 2.15 /sheet
30"x42"	\$ 2.65 /sheet
34"x44"	\$ 3.15 /sheet
36"x48"	\$ 3.65 /sheet
Misc	
Overnight Mailings	At Cost

*Rates are subject to change

GENERAL TERMS AND CONDITIONS OF AGREEMENT

The engagement of Engineering & Surveying Properties, P.C. (EP) by the CLIENT is under the following terms and conditions and is an integral part of the collective Agreement between the CLIENT and EP.

1. GENERAL

- 1.1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. The hourly rate schedule is subject to change at any time by EP.
- 1.2. Payment to EP is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
- 1.3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the final invoice.
- 1.4. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required shall be established at that time. Directives from CLIENT sent by e-mail that change EP's scope of services or increase fees must also be provided in writing as a hard copy.
- 1.5. All AutoCAD drawings, tracings, specifications, computations, survey notes and other original documents as instruments of service are and shall remain the property of EP unless otherwise provided by law or noted above. CLIENT shall not use such items on other projects without EP's prior written consent. EP shall not release CLIENT'S data to a third party without authorization.
- 1.6. Any delay, default, or termination in or of the performance of any obligation of EP under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT'S agents to furnish information or to approve or disapprove EP's work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of EP's work, or any other acts of the CLIENT of any other Federal, State or Local Government agency, or any other cause beyond EP's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of EP as long as performance is delayed or prevented thereby, and the fees due there under shall be equitably adjusted.
- 1.7. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, EP shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses.
- 1.8. It is understood that the scope of work defined in this Agreement is based on the information provided by the CLIENT. If this information is incomplete or inaccurate or if unexpected site conditions are discovered, or if additional services are required, the scope of work may change even as the work is in progress. EP shall make reasonable effort to contact the CLIENT when a change in the scope of work appears necessary, and the CLIENT, by agreeing to the change, also recognizes that the estimate of cost or contract figure may also change.

2. INVOICING AND PAYMENT

- 2.1. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 60 days after date of invoice will be subject to a charge of 2 percent per month (24 percent annual interest rate).
- 2.2. Should it become necessary to utilize legal or other resources to collect any or all moneys rightfully due for services rendered under this Agreement, EP shall be entitled to full reimbursement of all such costs, including reasonable attorney's fees, as part of this Agreement.

2.3. Invoice payments must be kept current for the work to continue. If the CLIENT fails to pay any invoice due to EP within 90 days of the date of the invoice, EP may, without waiving any other claim or right against CLIENT, suspend services under this Agreement until EP has been paid in full all amounts due to EP and/or any of its Consultants and Subcontractors.

2.4. Invoicing for out-of-pocket expenses including copying, travel, and delivery (mail, overnight, personal) shall be billed at cost.

3. WARRANTIES AND LIMITATIONS OF PROFESSIONAL LIABILITY

3.1. The CLIENT shall at all times indemnify and save harmless EP and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by negligent acts, omissions or negligence of the CLIENT, its agents, employees, professional consultants or subcontractors in connection with this project unless said loss was caused solely by EP's own negligence. For any such damage on account of any error, omission or other professional negligence, the EP's liability will be limited to the fee charged but in no case shall it exceed the limits specified in the EP's general and professional liability insurance policy.

3.2. EP shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control and without the fault or negligence of EP, including delinquent payment by CLIENT.

3.3. Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. EP will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by EP for future resolution. If you choose resolution, EP can act as your mediator, or relate conflicting information to a consultant or attorney of your choosing, so that a satisfactory resolution can be achieved. Upon resolution of said conflict, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

4. SUBSURFACE INVESTIGATIONS AND FIELD EXPLORATIONS

4.1. The appropriate underground utility mark-out service shall be contacted prior to performing any underground drilling, excavating, testing, etc. that are part of the Scope of Services in this agreement to verify the location of existing utilities. The CLIENT agrees to provide EP with the location of known or suspected underground utilities or subsurface structures not marked out by the mark-out service. EP shall not be responsible for damage to any undocumented or incorrectly located utilities by the surveyor.

4.2. EP shall not be responsible for the sampling or testing of hazardous materials unless specifically agreed to in the Scope of Services of this agreement. Further, CLIENT shall notify EP as to the presence of any known hazardous materials on-site. Should unanticipated hazardous materials be encountered EP take immediate health and safety measures and notify the CLIENT. Hazardous materials constitute a changed condition mandating a renegotiation of the scope of services and fees.

4.3. EP shall not be responsible for obtaining permits for working in wetland or wetland buffers or as required by local agencies for access clearing, tree removal or grading. All costs and fees for permits, permit document preparation and implementation of erosion control measures, site stabilization and restoration shall be added to the costs and fees of this agreement unless specifically agreed to in the Scope of Services of this agreement.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 07-20-21

Index No: _____

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

WHEREAS; the City requests to facilitate the relocation of the proposed 24" high-pressure water main, which was found to be in conflict with Orange and Rockland's abandoned gas main, and

WHEREAS; the abandoned gas main was found to be contaminated and has caused significant delay to the project construction schedule hence requiring the following easements.

SO LET IT BE RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to approve the easements and authorize the Mayor to sign the attached easements:

Parcel ID (S-B-L)

13-1-25 (drawing attached)
20-1-08 (drawing attached)
20-1-09 (drawing attached)
20-1-10 (drawing attached)
21-2-23 (drawing attached)
49-1-74 (drawing attached)

Department of Public Works

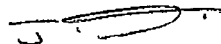
RECEIVED

Memorandum

JUL 14 2021
City Clerk
City of Middletown

To: Honorable Mayor Joseph DeStefano, Honorable Members of the Board of Estimate and Apportionment and Treasurer Donald Paris

Cc: City Clerk John Naumchik, Corporation Counsel Alex Smith

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

Date: 7/8/2021

RE: Request for Resolution: Easements for Water System Improvements Proj.

I am respectfully requesting a Council resolution accepting the enclosed easements and to authorize the Mayor to sign same, to facilitate the relocation of the proposed 24" high-pressure water main, which was found to be in conflict with Orange and Rockland's abandoned gas main. The abandoned gas main was found to be contaminated and has caused significant delay to the project construction schedule hence requiring the following easements:

Parcel ID (S-B-L)

13-1-25 (drawing attached)

20-1-08 (drawing attached)

20-1-09 (drawing attached)

20-1-10 (drawing attached)

21-2-23 (drawing attached)

49-1-74 (drawing attached)

Thank you

kg

Permanent Easement

This Easement made the 6 day of July, 2021

Between Robert and Erica Gendreau, located at 243-247 Monhagen Avenue (Rte 211), City of Middletown NY 10940, party of the first part, and

The City of Middletown, a municipal corporation with its main office located at 16 James Street, Middletown, NY 10940, party of the second part, (City)

The party of the first part, in consideration of ---ONE DOLLAR--- (\$1.00), lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grants to the City:

A permanent easement over the following described real property for the installation, replacement, and maintenance of a water main and activities associated with the installation including: excavation for pipe installation, storage of and use of excavation equipment, pipe, soil, materials and any miscellaneous support equipment or supplies.

It is acknowledged and agreed between the parties that all existing features located within or outside of the designated easement which are disturbed or damaged by the City and/or its contractors during construction including but not limited to, culvert pipes, swales, trees, shrubs, bushes, vegetation, planters, signs, mailboxes, asphalt drives, concrete drives, gravel drives, fences, and walkways shall be restored and/or replaced in kind, size, material and type. Vegetation restoration will occur during periods such as spring or fall to ensure higher probability of success.

Party of the first part shall allow reasonable access to the following described property. City shall provide reasonable access to property owner during construction activities. When construction activities are not occurring on the easement property, City shall provide access to owner and shall maintain the area clean and free of debris.

PARCEL

A parcel of real property located in the City of Middletown, County of Orange being a portion of Parcel 13-1-25 as described on the City of Middletown, County of Orange tax map and described as follows:

Beginning at a point on the east corner of parcel 13-1-25 which is also on the property line of parcel 49-1-74 and Rte. 211; thence N49° 21' 27.09" W 151.42 ft along the property line with Rte 211 to the north property corner; thence S39° 29' 26.23" W 15.00 ft along the property line to a point on the property line; thence S49° 22' 08.06" E 151.38 ft to a point on the property line; thence N40° 04' 49.89" E 15.00 ft to the point of beginning.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

In Witness Whereof, the party of the part has duly executed this deed the day and year first above written.

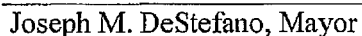
In Presence of

Party of the first part


Robert Gendreau


Erica Gendreau

City of Middletown by:


Joseph M. DeStefano, Mayor

State of New York
County of Orange

On this 6 day of July, in the year 2021, before me, the undersigned, personally appeared Robert Gendreau, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

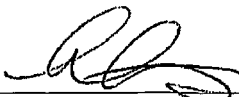
ANNA AGUIRRE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AG6190305
Qualified in Orange County
My Commission Expires 08-04-2024


Notary Public

State of New York
County of Orange

On this 6 day of July, in the year 2021, before me, the undersigned, personally appeared Erica Gendreau, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

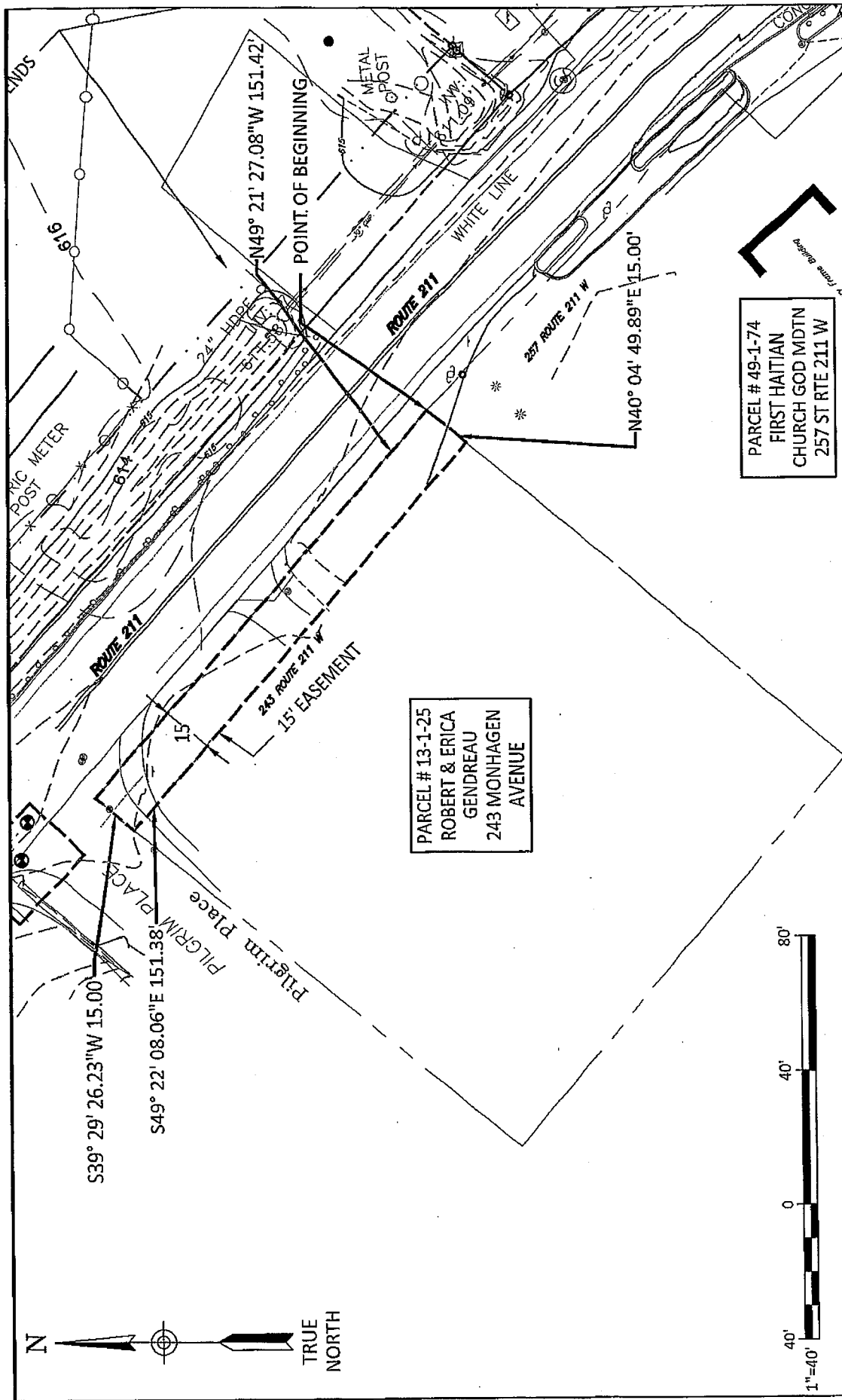
ANNA AGUIRRE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AG6190805
Qualified in Orange County
My Commission Expires 08-04-2024


Notary Public

State of New York
County of Orange

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

Notary Public



B&L 10 Allaire Drive Suite 200 Albany, NY 12205 Barton & Loguidice, D.P.C.		CITY OF MIDDLETOWN WATER SYSTEM IMPROVEMENTS PROJECT PROPERTY EASEMENTS ROBERT AND ERICA GENDREAU CITY OF MIDDLETOWN ORANGE COUNTY, NEW YORK		Figure Number 1	Project Number 1753.003.007
Date JUNE 2021	Scale AS SHOWN				

Permanent Easement

This Easement made the ____ day of _____, 2021

Between Haitong China, LLC, located at 209 Monhagen Ave, Middletown, NY 10940, party of the first part, and

The City of Middletown, a municipal corporation with its main office located at 16 James Street, Middletown, NY 10940, party of the second part, (City)

The party of the first part, in consideration of ---ONE DOLLAR--- (\$1.00), lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grants to the City:

A permanent easement over the following described real property for the installation, replacement, and maintenance of a water main and activities associated with the installation including: excavation for pipe installation, storage of and use of excavation equipment, pipe, soil, materials, and any miscellaneous support equipment or supplies.

It is acknowledged and agreed between the parties that all existing features located within or outside of the designated easement which are disturbed or damaged by the City and/or its contractors during construction including but not limited to, culvert pipes, swales, trees, shrubs, bushes, vegetation, planters, signs, mailboxes, asphalt drives, concrete drives, gravel drives, fences, and walkways shall be restored and/or replaced in kind, size, material and type. Vegetation restoration will occur during periods such as spring or fall to ensure higher probability of success.

Party of the first part shall allow reasonable access to the following described property. City shall provide reasonable access to property owner during construction activities. When construction activities are not occurring on the easement property, City shall provide access to owner and shall maintain the area clean and free of debris.

PARCEL

A parcel of real property located in the City of Middletown, County of Orange being a portion of Parcel 20-1-8, as described on the City of Middletown, County of Orange tax map and described as follows:

Beginning at a point on the east corner of parcel 20-1-8 which is also on the property line of parcel 20-1-9 and Rte 211; thence N34° 07' 04.08" W 141.88 ft along the property line with Rte 211 to the north property corner; thence S40° 51' 13.87" W 15.71 ft along the property line with parcel 21-2-13.2; thence S34° 07' 04.08" E 141.41 ft to a point on the property line, thence N42° 33' 18.40" E 15.41 ft to the point of beginning.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

In Witness Whereof, the party of the part has duly executed this deed the day and year first above written.

In Presence of

Party of the first part

Jing Fang Sun

Printed: JING FANG SUN

City of Middletown by:

Joseph M. DeStefano, Mayor

State of New York
County of Orange

On this 25TH day of JUNE, in the year 2021, before me, the undersigned, personally appeared JING FANG SUN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Marta Moser

Notary Public

MARTA MOSER

NOTARY PUBLIC-STATE OF NEW YORK

No. 01M06192799

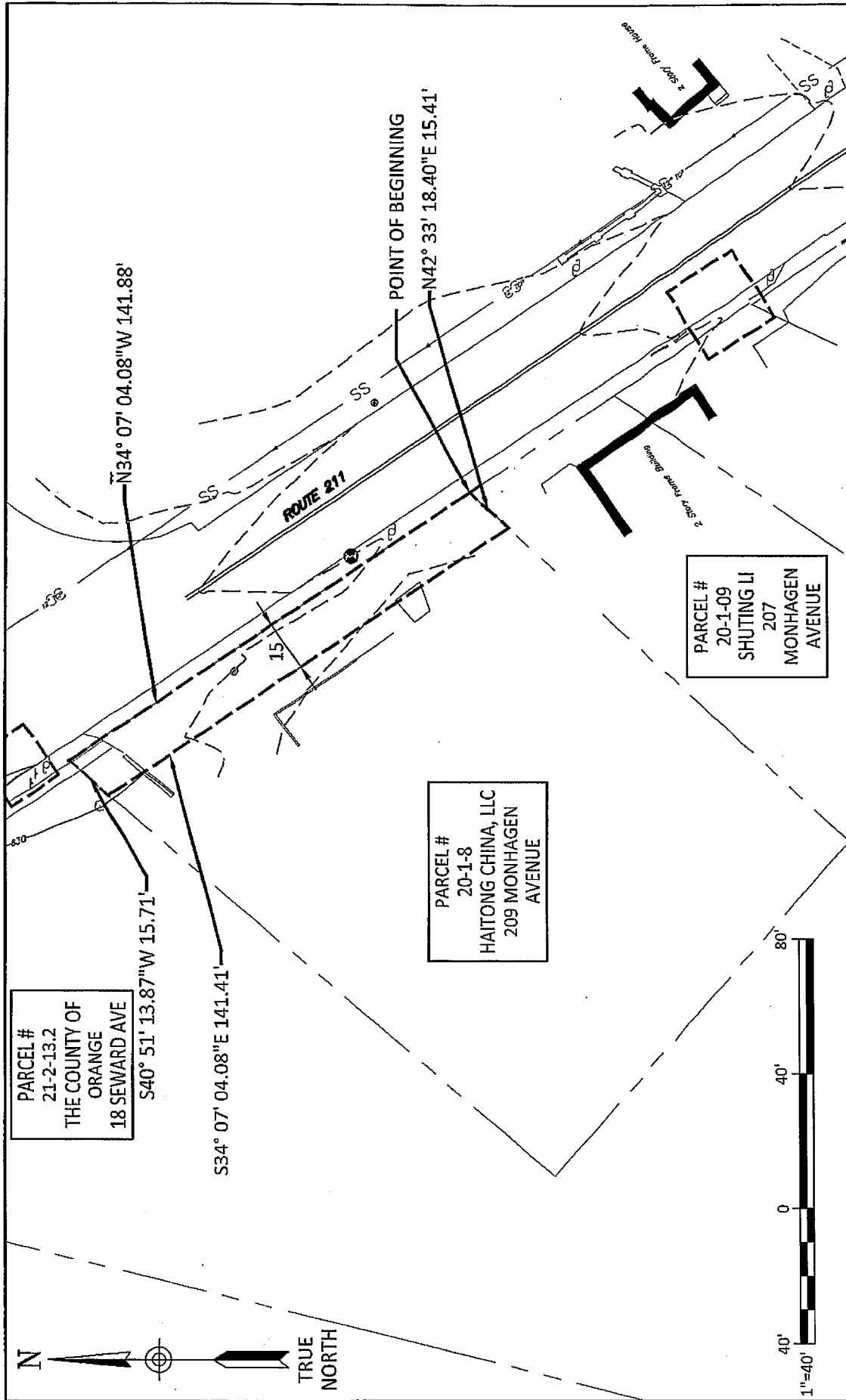
Qualified in Orange County

My Commission Expires September 02, 2024

State of New York
County of Orange

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

Notary Public



B & L 10 Alltime Drive Suite 200 Albany, NY 12205 <u>Barton & Loggins, LLC</u>		CITY OF MIDDLETOWN WATER SYSTEM IMPROVEMENTS PROJECT PROPERTY EASEMENTS HAITONG CHINA, LLC CITY OF MIDDLETOWN ORANGE COUNTY, NEW YORK	
Date JUNE 2021	Scale AS SHOWN	Figure Number 4	Project Number 1753.003.007

Permanent Easement

This Easement made the 2nd day of ^{July}~~June~~, 2021

Between Shuting Li, located at 113 Woodlake Dr, Middletown NY 10940, party of the first part, and

The City of Middletown, a municipal corporation with its main office located at 16 James Street, Middletown, NY 10940, party of the second part, (City)

The party of the first part, in consideration of ---ONE DOLLAR--- (\$1.00), lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grants to the City:

A permanent easement over the following described real property for the installation, replacement, and maintenance of a water main and activities associated with the installation including: excavation for pipe installation, storage of and use of excavation equipment, pipe, soil, materials, and any miscellaneous support equipment or supplies.

It is acknowledged and agreed between the parties that all existing features located within or outside of the designated easement which are disturbed or damaged by the City and/or its contractors during construction including but not limited to, culvert pipes, swales, trees, shrubs, bushes, vegetation, planters, signs, mailboxes, asphalt drives, concrete drives, gravel drives, fences, and walkways shall be restored and/or replaced in kind, size, material and type. Vegetation restoration will occur during periods such as spring or fall to ensure higher probability of success.

Party of the first part shall allow reasonable access to the following described property. City shall provide reasonable access to property owner during construction activities. When construction activities are not occurring on the easement property, City shall provide access to owner and shall maintain the area clean and free of debris.

PARCEL

A parcel of real property located in the City of Middletown, County of Orange being a portion of Parcel 20-1-09, as described on the City of Middletown, County of Orange tax map and described as follows:

Beginning at a point on the east corner of parcel 20-1-09 which is also on the property line of parcel 20-1-10 and Rte. 211; thence N34° 07' 29.92" W 51.66 ft along the property line which is also on the property line of Rte. 211 to the north corner of parcel 20-1-09 which is also on the property line of parcel 20-1-8; thence S42° 33' 18.40" W 15.41 ft to a point along the property line which is also on the property line of parcel 20-1-8; thence S34° 07' 22.86" E 53.98 ft along the property line to a point along the property line which is also on the property line of parcel 20-1-10; thence N34° 32' 47.68" E 16.10 ft along the property line to the point of beginning.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

In Witness Whereof, the party of the part has duly executed this deed the day and year first above written.

In Presence of

Party of the first part



Shuting Li

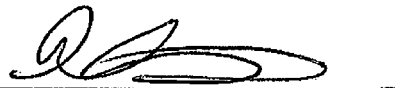
City of Middletown by:

Joseph M. DeStefano, Mayor

State of New York
County of Orange

On this 2 day of ~~June~~ ^{July}, in the year 2021, before me, the undersigned, personally appeared Shuting Li, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

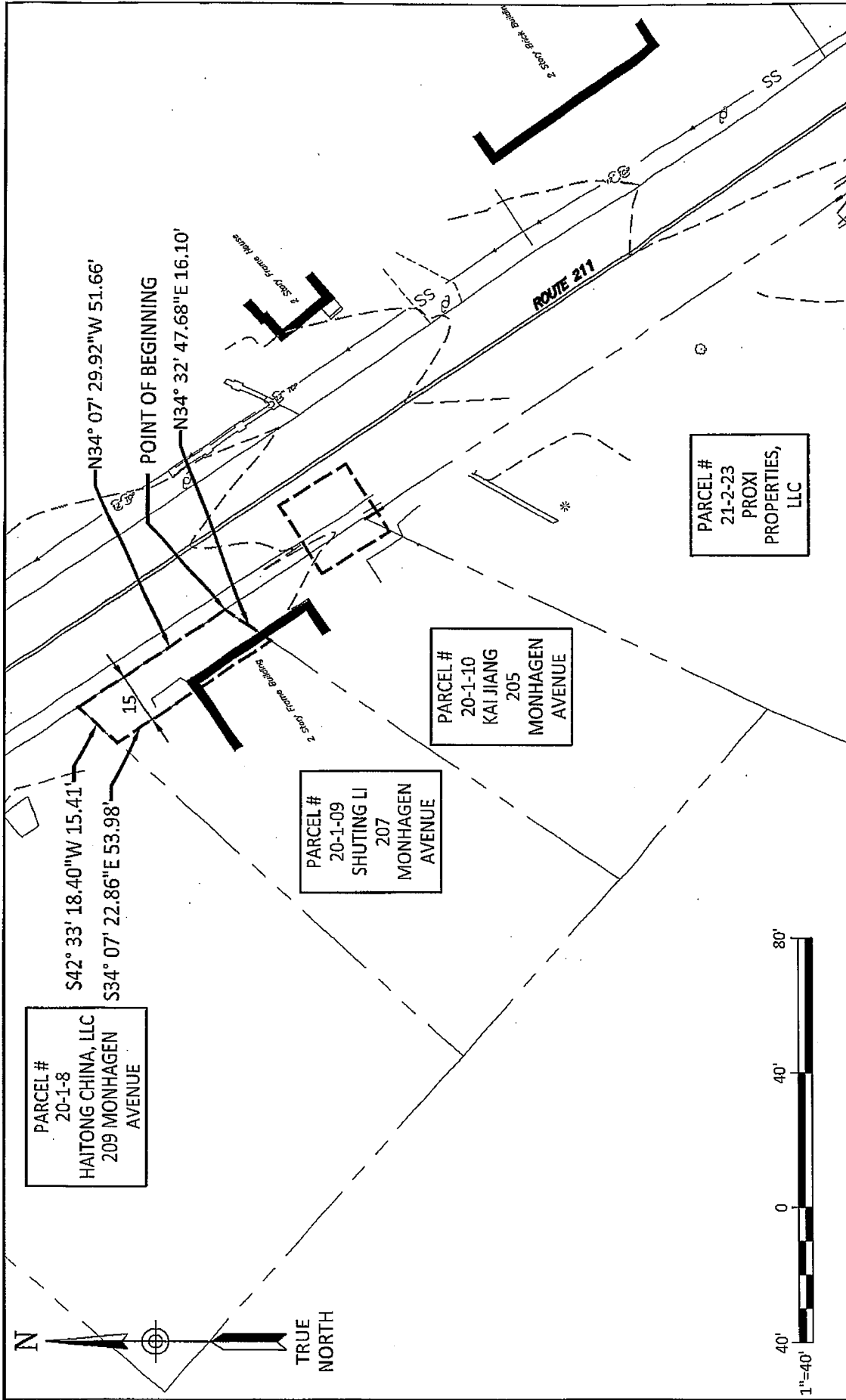
ANNA AGUIRRE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AG6190805
Qualified in Orange County
My Commission Expires 08-04-2024


Notary Public

State of New York
County of Orange

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

Notary Public



B&L 10 Allstate Drive Suite 200 Albany, NY 12205 <u>Barton B. Loggins, A.P.C.</u>		CITY OF MIDDLETOWN WATER SYSTEM IMPROVEMENTS PROJECT PROPERTY EASEMENTS SHUTING LI		Figure Number 5
Date JUNE 2021	Scale AS SHOWN	CITY OF MIDDLETOWN ORANGE COUNTY, NEW YORK		Project Number 1753.003.007

Permanent Easement

This Easement made the 2 day of ^{July} ~~June~~, 2021

Between Kai Jiang, located at 113 Woodlake Dr, Middletown NY 10940, party of the first part, and

The City of Middletown, a municipal corporation with its main office located at 16 James Street, Middletown, NY 10940, party of the second part, (City)

The party of the first part, in consideration of ---ONE DOLLAR--- (\$1.00), lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grants to the City:

A permanent easement over the following described real property for the installation, replacement and maintenance of a water main and activities associated with the installation including: excavation for pipe installation, storage of and use of excavation equipment, pipe, soil, materials, and any miscellaneous support equipment or supplies.

It is acknowledged and agreed between the parties that all existing features located within or outside of the designated easement which are disturbed or damaged by the City and/or its contractors during construction including but not limited to, culvert pipes, swales, trees, shrubs, bushes, vegetation, planters, signs, mailboxes, asphalt drives, concrete drives, gravel drives, fences, and walkways shall be restored and/or replaced in kind, size, material and type. Vegetation restoration will occur during periods such as spring or fall to ensure higher probability of success.

Party of the first part shall allow reasonable access to the following described property. City shall provide reasonable access to property owner during construction activities. When construction activities are not occurring on the easement property, City shall provide access to owner and shall maintain the area clean and free of debris.

PARCEL

A parcel of real property located in the City of Middletown, County of Orange being a portion of Parcel 20-1-10, as described on the City of Middletown, County of Orange tax map and described as follows:

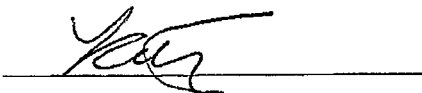
Beginning at a point on the east corner of parcel 20-1-10 which is also on the property line of parcel 21-2-23 and Rte. 211; thence N34° 07' 29.92" W 48.68 ft along the property line with Rte 211 to the north corner of the parcel which is also on the property line of parcel 20-1-09; thence S34° 32' 47.68" W 16.10 ft along the property line which is also on the property line of parcel 20-1-09 to a point on the property line; thence S34° 07' 22.86" E 51.69 ft along the property line to a point on the property line; thence N25° 17' 07.68" E 17.42 ft along the property line to the point of beginning.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

In Witness Whereof, the party of the part has duly executed this deed the day and year first above written.

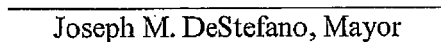
In Presence of

Party of the first part:



Kai Jiang

City of Middletown by:



Joseph M. DeStefano, Mayor

State of New York
County of Orange

On this 2 day of ^{July} ~~June~~, in the year 2021, before me, the undersigned, personally appeared **Kai Jiang**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

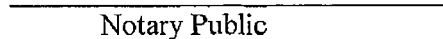
ANNA AGUIRRE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AG6190805
Qualified in Orange County
My Commission Expires 08-04-2024



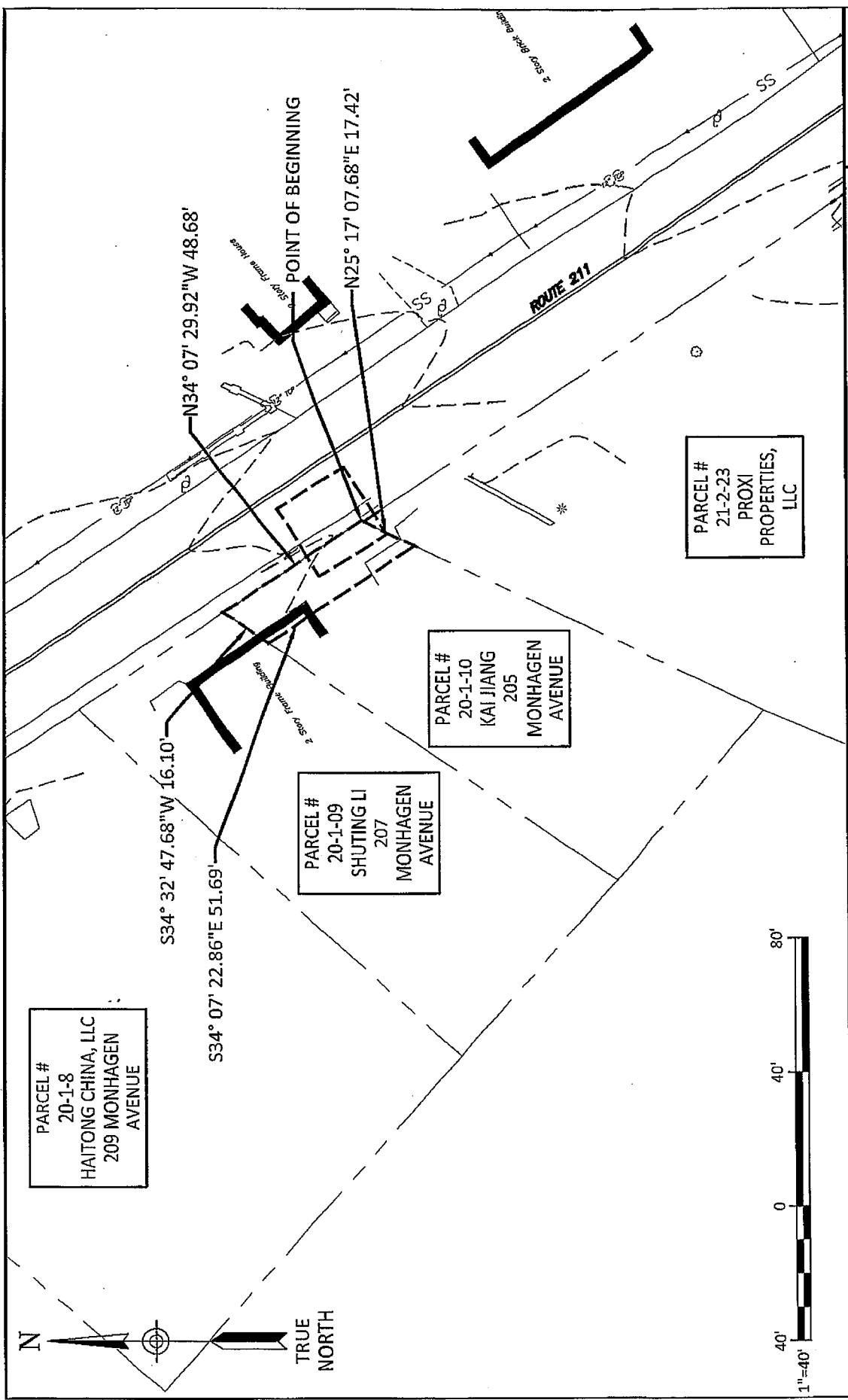
Notary Public

State of New York
County of Orange

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



Notary Public



B & L 10 Aftine Drive Suite 200 Albany, NY 12205 <u>Barton & Loguidice, P.C.</u>		CITY OF MIDDLETOWN WATER SYSTEM IMPROVEMENTS PROJECT PROPERTY EASEMENTS KAI JIANG		Figure Number 7
Date JUNE 2021	Scale AS SHOWN	CITY OF MIDDLETOWN ORANGE COUNTY, NEW YORK		
		Project Number 1753.003.007		

Permanent Easement

This Easement made the 29th day of June, 2021

Between Proxi Properties, LLC located at P.O. Box 32, Sterling Forest NY, 10979, party of the first part, and

The City of Middletown, a municipal corporation with its main office located at 16 James Street, Middletown, NY 10940, party of the second part, (City)

The party of the first part, in consideration of ---ONE DOLLAR--- (\$1.00), lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grants to the City:

A permanent easement over the following described real property for the installation, replacement, and maintenance of a water main and activities associated with the installation including: excavation for pipe installation, storage of and use of excavation equipment, pipe, soil, materials, and any miscellaneous support equipment or supplies.

It is acknowledged and agreed between the parties that all existing features located within or outside of the designated easement which are disturbed or damaged by the City and/or its contractors during construction including but not limited to, culvert pipes, swales, trees, shrubs, bushes, vegetation, planters, signs, mailboxes, asphalt drives, concrete drives, gravel drives, fences, and walkways shall be restored and/or replaced in kind, size, material and type. Vegetation restoration will occur during periods such as spring or fall to ensure higher probability of success.

Party of the first part shall allow reasonable access to the following described property. City shall provide reasonable access to property owner during construction activities. When construction activities are not occurring on the easement property, City shall provide access to owner and shall maintain the area clean and free of debris.

PARCEL

A parcel of real property located in the City of Middletown, County of Orange being a portion of Parcel 21-2-23, as described on the City of Middletown, County of Orange tax map and described as follows:

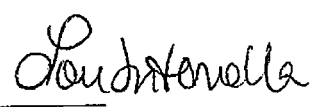
Beginning at a point on the north corner of parcel 21-2-23 which is also on the property line of parcel 20-1-10 and Rte. 211; thence S34° 07' 29.02" E 336.55 ft along the property line which is also on the property line of Rte. 211; thence 179.65 ft matching the arc of a circle with radius of 577.786 ft along the property line to the southeast corner of parcel 21-2-23; thence S68° 49' 59.51" W 15.06 ft along the property line to a point along the property line; thence 176.569 ft matching the arc of a circle with radius of 570.581 ft; thence N34° 07' 29.02" W 327.36' to a point along the property line which is also on the property line of Parcel 20-1-10; thence N25° 17' 07.68" E 17.42 ft to the point of beginning.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

In Witness Whereof, the party of the part has duly executed this deed the day and year first above written.

In Presence of

Party of the first part

 
Printed: Emanuele B Intorrella Lori Intorrella

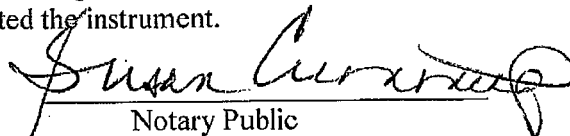
City of Middletown by:

Joseph M. DeStefano, Mayor

State of New York
County of Orange

On this 27th day of June, in the year 2021, before me, the undersigned, personally appeared Emanuele + Lori Intorrella, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

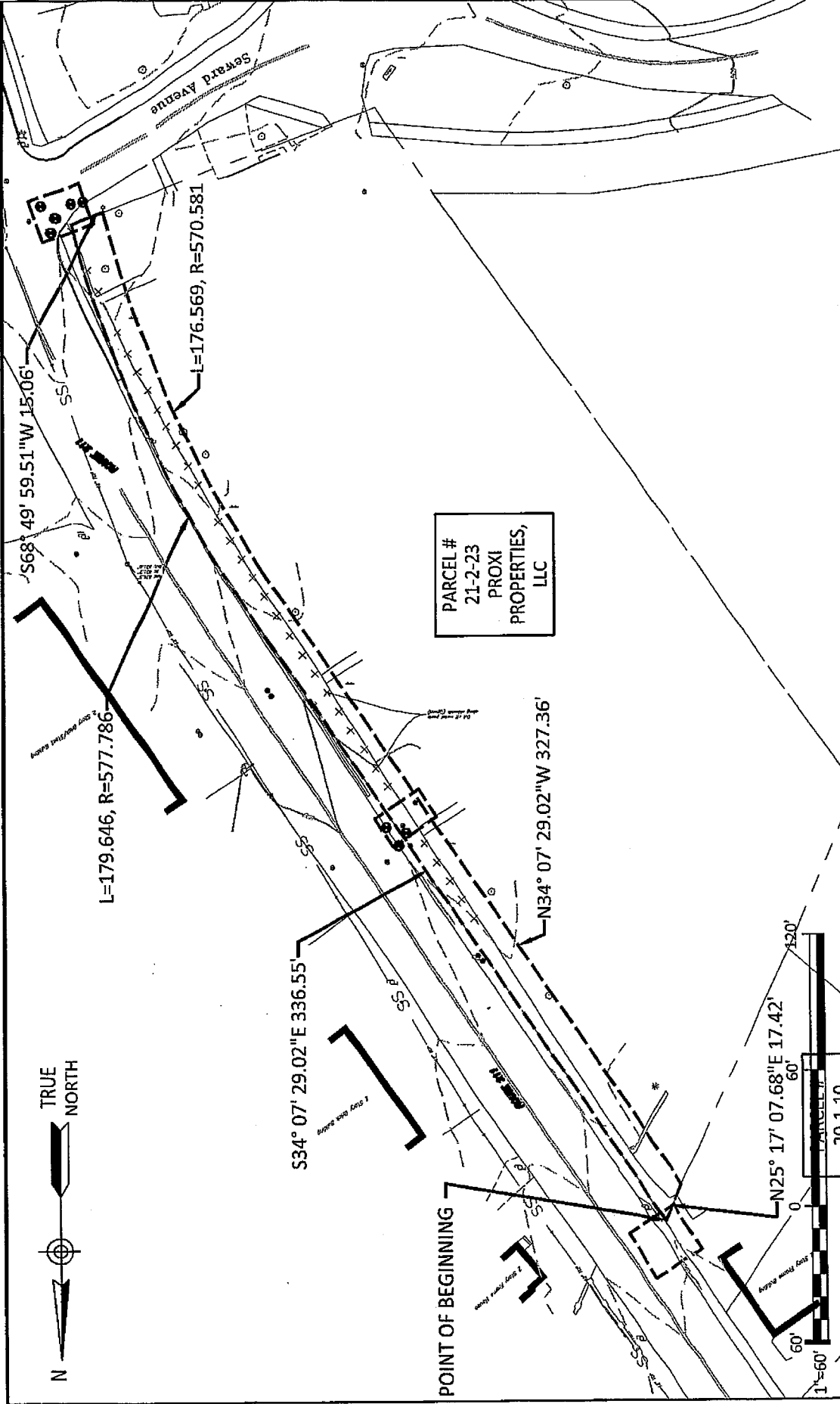
SUSAN CUMMINGS
Notary Public - State of New York
No. 01CU6225383
Qualified in Orange County
My Commission Expires July 19, 2022


Notary Public

State of New York
County of Orange

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

Notary Public



PARCEL #
 21-2-23
 PROXI
 PROPERTIES,
 LLC

CITY OF MIDDLETOWN WATER SYSTEM IMPROVEMENTS PROJECT		Figure Number 6
PROPERTY EASEMENTS PROXI PROPERTIES, LLC		Project Number 1753.003.007
CITY OF MIDDLETOWN		ORANGE COUNTY, NEW YORK
B & L 10 Alfine Drive Suite 200 Albany, NY 12205		
Date JUNE 2021		Scale AS SHOWN

Permanent Easement

This Easement made the _____ day of _____, 2021

Between First Haitian Church God MDTN located at 257 Route 211 W City of Middletown, Orange County NY 10940, party of the first part, and

The City of Middletown, a municipal corporation with its main office located at 16 James Street, Middletown, NY 10940, party of the second part, (City)

The party of the first part, in consideration of ---ONE DOLLAR--- (\$1.00), lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grants to the City:

A permanent easement over the following described real property for the installation, replacement, and maintenance of a water main and activities associated with the installation including: excavation for pipe installation, storage of and use of excavation equipment, pipe, soil, materials, and any miscellaneous support equipment or supplies.

It is acknowledged and agreed between the parties that all existing features located within or outside of the designated easement which are disturbed or damaged by the City and/or its contractors during construction including but not limited to, culvert pipes, swales, trees, shrubs, bushes, vegetation, planters, signs, mailboxes, asphalt drives, concrete drives, gravel drives, fences, and walkways shall be restored and/or replaced in kind, size, material and type. Vegetation restoration will occur during periods such as spring or fall to ensure higher probability of success.

Party of the first part shall allow reasonable access to the following described property. City shall provide reasonable access to property owner during construction activities. When construction activities are not occurring on the easement property, City shall provide access to owner and shall maintain the area clean and free of debris.

PARCEL

A parcel of real property located in the City of Middletown, County of Orange being a portion of Parcel 49-1-74, as described on the City of Middletown, County of Orange tax map and described as follows:

Beginning at a point on the north corner of parcel 49-1-74, which is also on the property line of parcel 13-1-25 and Rte. 211: thence S40° 04' 49.89" W 15.00 ft along the property line with parcel 13-1-25 to a point on the property line; thence S47° 21' 24.85" E 114.15 ft along the property line to a point on the property line; thence N42° 58' 15.87" E 15.00 ft along the property line to a point on the property line; thence N47° 22' 12.58" W 129.90 ft along the property line with Rte 211 to the point of beginning.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

In Witness Whereof, the party of the part has duly executed this deed the day and year first above written.

In Presence of

Party of the first part

Paul D. Laplante, Bishop

Printed: PAUL D. Laplante

City of Middletown by:

Joseph M. DeStefano, Mayor

State of New York
County of Orange

On this 29 day of JUNE in the year 2021, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Marie L. Gabriel
Notary Public, State of New York
Qualified In Orang County
No: 01GA6002280
Commission Expires 02/02/20 21

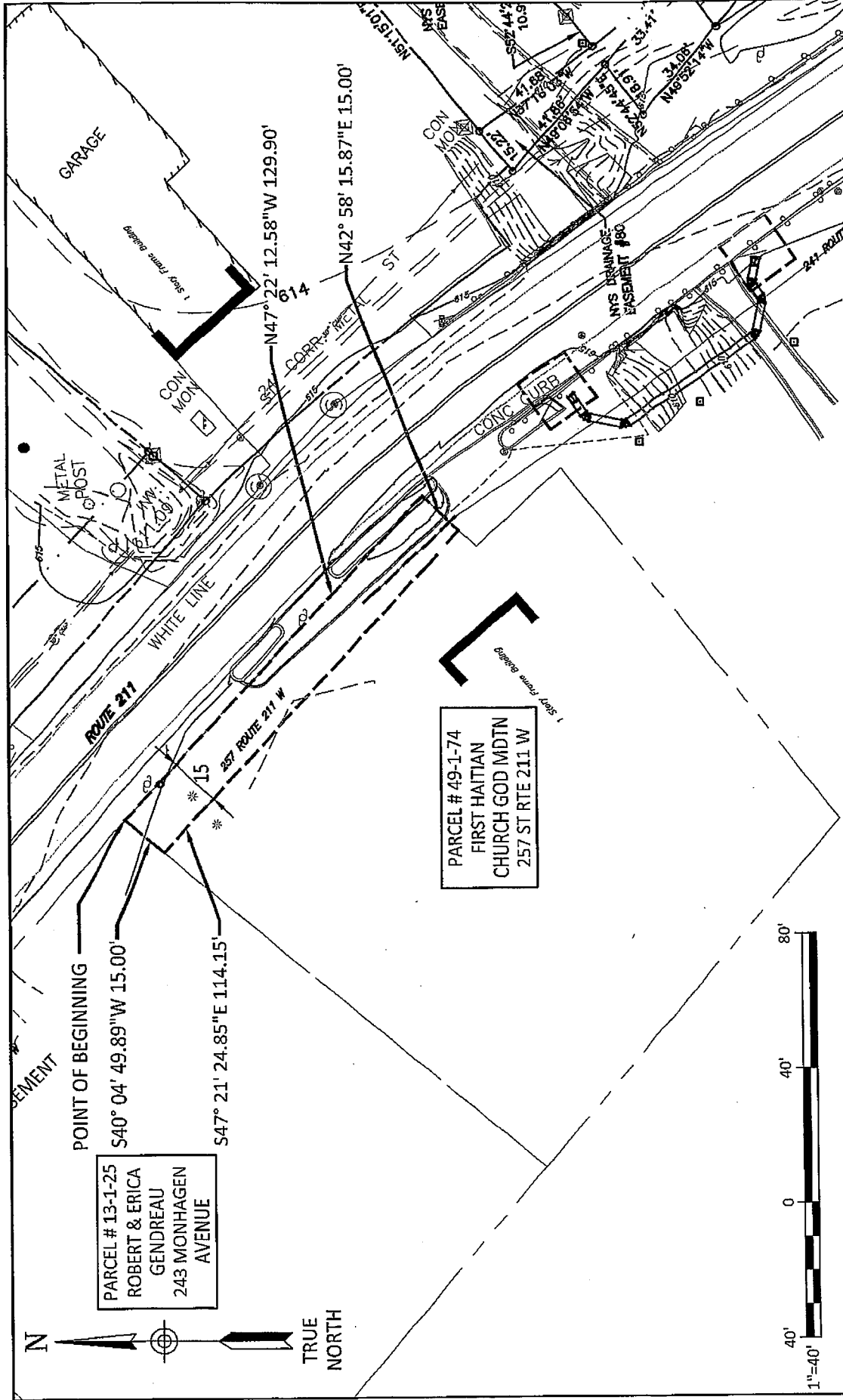
Marie L. Gabriel
Notary Public

State of New York
County of Orange

On this 29 day of JUNE in the year 2021, before me, the undersigned, personally appeared **Joseph DeStefano**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Marie L. Gabriel
Notary Public, State of New York
Qualified In Orang County
No: 01GA6002280
Commission Expires 02/02/20 21

Marie L. Gabriel
Notary Public



B & L 10 Alfine Drive Suite 200 Albany, NY 12205 Barton & Loguidice, D.P.C.		CITY OF MIDDLETOWN WATER SYSTEM IMPROVEMENTS PROJECT PROPERTY EASEMENTS FIRST HAITIAN CHURCH GOD MDTN		Figure Number 2	Project Number 1753.003.007
Date JUNE 2021	Scale AS SHOWN	CITY OF MIDDLETOWN ORANGE COUNTY, NEW YORK			

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 07-20-21

Index No: _____

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

WHEREAS; the City of Middletown desires to apply for financial assistance through the 2021 Consolidated Funding Application (CFA) under the Environmental Protection Fund: Parks, Preservation and Heritage Grants, and

WHEREAS; the City will be requesting funding for the rehabilitation of the O&W Train Station to exterior historical improvements, and

WHEREAS; the grant application requires the applicant, obtain the approval and endorsement of the governing body of the municipality that is applying for funding.

SO LET IT BE RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign as the sole signatory, any and all necessary documents required pertaining to the Consolidated Funding Application and for approval of the submission for grant.

CITY OF MIDDLETOWN
Office of Economic & Community Development

July 14, 2021

City of Middletown
Board of Estimate
16 James Street
Middletown, New York 10940

RECEIVED
JUL 14 2021
City Clerk
City of Middletown

RE: Consolidated Funding Application 2021

Dear Members:

The City of Middletown desires to apply for financial assistance through the 2021 Consolidated Funding Application (CFA) under the Environmental Protection Fund: Parks, Preservation and Heritage Grants.

The City will be requesting funding for the rehabilitation of the O&W Train Station. The proposed funding would be allocated to exterior historical improvements.

The grant application requires that the applicant obtain the approval and endorsement of the governing body of the municipality that is applying for funding. We are seeking authorization for the Mayor to sign as the sole signatory, any and all necessary documents required pertaining to the Consolidated Funding Application and for approval of the submission for grant.

Thank you for your attention to this matter.

Caitlin McNamara, OECD Coordinator
Economic & Community Development

CC: Maria Bruni

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 07-20-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the attached Cyber Insurance Rider in the amount of \$1,000,000.00 made part of the CUEHIT software pilot program for the new community engagement software for the Middletown Police Department that has been approved by the Council.

JOHN EWANCIW
CHIEF OF POLICE



TELEPHONE
845-343-3151
FAX NUMBER
845-343-2660

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

RECEIVED

JUL 15 2021

**City Clerk
City of Middletown**

July 15, 2021

Honorable Joseph DeStefano
Mayor-City of Middletown and
Board of Estimate and Apportionment
16 James Street
Middletown, NY 10940

Dear Mayor DeStefano and Members of the Board of Estimate,

I am requesting that the members of the BOE and the City of Middletown Common Council approve the attached Cyber Insurance Rider in the amount of \$1,000,000 made part of the CUEHIT software pilot program.

CUEHIT is our new community engagement software that has been approved by resolution and purchased for implementation. This agreement provides insurance that is part of the software platform and requires approval before it can be issued. There is no additional cost to the city for this rider.

Kindly, prepare a resolution for the Mayor to sign the attached agreement.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd



CYBER INSURANCE RIDER

This RIDER ("Rider") is attached to and made part of the CUEHIT Software Pilot Agreement ("Agreement") (hereinafter together referred to as the "Contract") between CUEHIT SOFTWARE, INC., a Delaware corporation, (hereinafter referred to as "CueHit") and City of Middletown Police Department executed on May 11, 2021. CueHit and XXX hereby agree to the following terms on this 8th day of July, 2021.

(a) CueHit will carry and maintain at all times while this Agreement is in full force and effect, the following insurance coverage, in limits not less than those shown below. Coverage shall be at least as broad as:

i Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CueHit in this Agreement and shall include, but not be limited to, invasion of privacy violations, information theft, damage to or improper destruction of electronic information, release of private information, alteration of electronic information, and extortion. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS RIDER AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY DOCUMENT, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

Client

CUEHIT INC

A handwritten signature in black ink, appearing to read 'SMH', written over a horizontal line.

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Scott MacDonald

Printed Name

Title

Co-Founder

Title

Date

July 7, 2021

Date

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

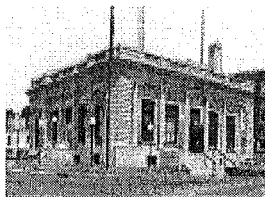
Date of Adoption 07-20-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the attached agreement between the City of Middletown and the Enlarged City School District of Middletown for the purpose of carrying out the School Resource Officer program for the 2021-2022 school year.

JOHN EWANCIW
CHIEF OF POLICE



TELEPHONE
845-343-3151
FAX NUMBER
845-343-2660

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

July 15, 2021

Mayor Joseph DeStefano
Members of the Common Council
And Board of Estimate
City of Middletown
16 James Street
Middletown, New York 10940

RECEIVED
JUL 15 2021
City Clerk
City of Middletown

Dear Mayor DeStefano and Members,

Please find the attached agreement between the City of Middletown and the Enlarged City School District of Middletown for the purpose of carrying out the School Resource Officer program for the 2021-2022 school year.

Please be kind enough to prepare a resolution authorizing the Mayor to sign the agreement.

Once the contract is signed, please return the original to us for forwarding to the Middletown School District.

Thank you.

Very truly yours,

John Ewanciw
Chief of Police

Enclosure
JE:ccd

AGREEMENT

This agreement (the "Agreement"), made and dated the _____ day of _____, 2021, is between the City of Middletown, a municipal corporation in Orange County, with offices at 16 James Street, Middletown, New York 10940, hereinafter referred to as the CITY, and the Enlarged City School District of Middletown, a municipal corporation in Orange County, with offices at 223 Wisner Avenue, Middletown, New York 10940, hereinafter referred to as the DISTRICT.

WHEREAS, the CITY and the DISTRICT have agreed to cooperate for the purpose of the facilitation and the carrying out of the School Resource Officer program; and

WHEREAS, this Agreement is made pursuant to General Municipal Law, Article 5-G; and

WHEREAS, it is in the best interest of the DISTRICT to obtain the services of uniformed police officers of the CITY to serve as "School Resource Officers" (SROs), in the DISTRICT's Middletown High School, Twin Towers, Presidential Park and Truman Moon schools during the school year period, including summer school (hereinafter "Services");

NOW, THEREFORE, in consideration of the mutual covenants, promises, representations and conditions contained herein, the Parties hereto agree as follows:

1. The CITY hereby agrees to provide four (4) SROs to the DISTRICT for its use from July 1, 2021 to June 30, 2022. The SROs shall be assigned to the Middletown High School, Twin Towers Middle School, Presidential Park School and Truman Moon School and shall perform such duties, on a daily basis during the 2021-2022 school year, as requested, trained for and mutually agreed upon between the parties. The CITY further agrees to provide a marked police car at each school during the time an SRO is assigned to that school.
2. The DISTRICT and the CITY share the following goals and objectives regarding assignment of SROs to the DISTRICT's schools:
 - The SROs will provide a police presence in the DISTRICT in order to promote an atmosphere of enhanced school safety for faculty, staff, students and parents in the District;
 - The SROs also will serve as a resource to students, teachers, school administrators and parents, so as to:
 - Increase student awareness about crime prevention, internet safety, conflict resolution, violence prevention, restorative justice and peer mediation;

- Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety;
- Build rapport with the student body and school community and thereby increase community confidence in the CITY Police Department;
- The SROs will be available to work cooperatively with teachers to provide education in criminal justice and other related topics, as requested and appropriate, to increase students' knowledge of and respect for the law and the function of law enforcement agencies;
- The SROs will conduct criminal investigations with the goals of promoting safety for the school community, establishing a deterrent to delinquent student behavior, and promoting and ensuring the safety of the students, faculty and administration of the DISTRICT;
- The SROs will proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior. These problems may involve the use of alcohol, drugs, and tobacco. They may also involve peer pressure, gang activity, and sexual activity.
- The SRO will refrain from acting as a school disciplinarian. SROs will not be responsible for the enforcement of disciplinary infractions of the Code of Conduct that are determined not to constitute violations of the law.

3. The DISTRICT shall:

- Remit payment to the CITY for the Services of the four (4) SROs assigned to the schools described in Paragraph "1" at the rate of \$74.00 per hour per each SRO, with the understanding that each SRO shall be paid for an 8-hour day during the school year, and on an as-needed hourly basis during summer school. The CITY shall submit an invoice to the DISTRICT on a monthly basis. Such invoice shall include the actual days or parts of days worked, and any other information necessary to effect payment. The DISTRICT shall forward payment of any undisputed amount within thirty (30) days of the receipt of the invoice. In the event any SRO is unable to perform the required duties at the subject schools, the amount remitted to the CITY shall be pro-rated for the actual days worked.
- Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SROs on campus

- Administratively address student violations of the Code of Conduct that are not believed to be crimes and to refrain from engaging the SROs to investigate or resolve noncriminal offenses.
4. Any SRO assigned to the DISTRICT shall remain, at all times, an employee of the CITY's Police Department, under the care, control and supervision of the CITY's Chief of Police.
 5. The DISTRICT warrants and represents that this Agreement is exclusively by and between the DISTRICT and the CITY. The officers, employees, or agents of the CITY shall not be employees of the DISTRICT for any purpose, including but not limited to, the application of the Fair Labor Standards Act, provisions related to minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, the New York State Unemployment Insurance Law. The DISTRICT shall not be liable for obligations, if any, incurred by the CITY for unpaid wages or overtime premiums.
 6. The DISTRICT acknowledges that the CITY's Chief of Police shall retain the right to utilize and direct the Services of the SROs to perform other police duties for the CITY, at any time deemed necessary and for whatever purpose, in the sole discretion of the CITY's Chief of Police. Any such utilization of an SRO shall occur immediately upon notice, either verbal or in writing, to the DISTRICT, from the Office of the CITY's Chief of Police, and the DISTRICT shall not be responsible for the payment of the SRO's hourly wage for any such time when, at the direction of the CITY's Chief of Police, the SRO is performing duties other than that of an SRO. An SRO's duties include any training associated with the position.
 7. In the event an SRO is absent from work, the SRO shall notify his or her supervisor at the CITY and the principal of the school to which the SRO is assigned on that particular day. To the extent possible, the CITY shall provide an interim replacement
 8. The CITY warrants and represents that its SROs shall submit fingerprints, unless already on file with and available for use by the New York State Division of Criminal Justice Services (DCJS), and be criminally cleared by the New York State Education Department (NYSED) to have direct, in-person, face-to-face communication and interaction with the DISTRICT's students, in accordance with applicable law (namely NY Education Law §2503(18), §3035, and 8 NYCRR §87.2(k)(1)[ii]). Fingerprinting costs (if any) and criminal clearance costs shall be paid or reimbursed to the CITY by the DISTRICT.
 9. The CITY shall indemnify and hold harmless the DISTRICT against any liability, loss or expense which may result from any act or omission of the CITY or any of the City's officers, employees or agents for which the DISTRICT might otherwise be liable or sustain loss or expense, in connection with the CITY's performance or

non-performance under this Agreement, unless due to the actions or omissions of the DISTRICT or any of the DISTRICT's officers, employees or agents. The DISTRICT indemnify and hold harmless the CITY against any liability, loss or expense which may result from any act or omission of the DISTRICT or any of the DISTRICT's officers, employees or agents in connection with the DISTRICT's performance or non-performance under this Agreement, unless due to actions or omissions of the CITY or any of the CITY's officers, employees or agents.

10. The CITY shall: (a) purchase and maintain comprehensive general liability, professional liability, and other such insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as is appropriate, for the Services being performed and furnished hereunder; (b) maintain errors and omissions insurance with minimum policy limits of \$1, 000,000 per occurrence and \$2,000,000 aggregate during the term of this Agreement; and (c) provide protection from and against claims for damages due to bodily injury, sickness, death, and property damage, including the loss of use resulting therefrom, which arise from the Services being performed and furnished hereunder. The CITY shall, prior to performing Services hereunder, deliver to the DISTRICT, a certificate of insurance that evidences that such insurance naming the DISTRICT as the insured party is in full force and effect, and shall maintain such insurance throughout the term of this Agreement.
11. The CITY shall not discriminate against any DISTRICT students, or agents, officers, or employees on the basis of age, gender, color, creed, disability, national origin, sexual orientation, or any other class protected by law.
12. The CITY shall maintain strict confidentiality of all student records and information received by or from the DISTRICT, if any, in accordance with all applicable state and federal laws, including but not limited to the federal Family Educational Rights and Privacy Act (FERPA – 20 USC §1232g; 34 CFR Part 99) and Section 2-d of the New York Education Law; provided however, that if such records are necessary to perform the duties required of a police officer, the District shall cooperate fully with any subpoena, court order or other lawful process required to authorize disclosure of the records. To the extent an addendum to this Agreement is necessary to comply with future regulations governing Section 2-d of the New York Education Law, the Parties agree to execute such addendum.
13. Either party may cancel this Agreement, without cause, upon not less than thirty (30) days prior written notice delivered to the other party via certified mail, return receipt requested and at the addresses set forth in the first paragraph of the Agreement. The DISTRICT will pay the CITY within ninety (90) days of the date of termination for undisputed Services performed up to the time of termination. In the event of termination, the Agreement will continue to govern the parties' rights and obligations with respect to Services performed prior to termination.

14. This Agreement is the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, expressed or implied, not incorporated into this Agreement are superseded. This Agreement may not be amended or supplemented in any way, except in writing, dated, and signed by authorized representatives of both parties.
15. The CITY shall not assign, transfer, convey, or otherwise dispose of this Agreement or any of its contents, or its right title, or interest therein, or of its power to execute such contract to any other person, corporation, agency, or other entity.
16. Notices required under this Agreement shall be sufficient if contained in writing and delivered by hand or sent by express or overnight mail or by registered or certified mail, return receipt requested mail, postage prepaid addressed to the parties as follows:

City of Middletown
16 James Street
Middletown, New York 10940

District Clerk
Enlarged City School District of Middletown
223 Wisner Avenue
Middletown, NY 10940

All notices of communication should be deemed given when received by the intended recipient.

17. If, for any reason, any provision of this Agreement is held unenforceable by a court of competent jurisdiction, all other provisions of this Agreement will remain in full force and effect, and the unenforceable provision shall be replaced by a mutually acceptable and enforceable provision in accordance with the parties' original intent.
18. Claims, disputes, or other matters in question between the parties to this Agreement, arising out of or relating to the Agreement or breach thereof, shall be subject to and decided in accordance with the laws of the State of New York, and any such claims or causes arising out of or in connection with the Agreement shall be commenced in Supreme Court of the State of New York in Orange County.
19. This Agreement is subject to the approval of the DISTRICT's Board of Education and the Middletown Common Council.
20. This Agreement shall be in force in effect for the period of July 1, 2021 through June 30, 2022, unless terminated sooner in accordance with paragraph 13 of the Agreement or renewed upon written consent of both parties.

WHEREFORE, the CITY and the DISTRICT hereby execute the Agreement as follows:

CITY OF MIDDLETOWN

By: _____
Title: Mayor _____
Date: _____

ENLARGED CITY SCHOOL DISTRICT OF MIDDLETOWN

By: _____
Title: President, Board of Education _____
Date: _____

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 07-20-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the attached five (5) year contract for Chief of Police Ewanciw, starting January 1, 2021 and ending December 31, 2025.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 07-20-21

Index No: _____

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Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLUTION TO DECLARE LEAD AGENCY

The City of Middletown, New York Common Council hereby declares its lead agency as
required by SEQR (6 NYCRR Part 617)

Name of Action: Location:
O&W Building Rehabilitation 7 Low Avenue

Zone: Project: Action: Documents:

I-1 Light Industry

O&W Building Rehabilitation Unlisted Action
Available at City Hall or available upon FOIL request for viewing

The Common Council of the City of Middletown hereby declares itself Lead Agency.

The proposed action includes rehabilitation to the O&W building located at 7 Low Avenue.



- 233 East Main Street
Middletown, NY 10940
Phone: (845) 344-5863
Fax: (845) 956-5865
- 19 Waywayup Lane
Port Jervis, NY 12771
Phone: (845) 956-5866

July 16, 2021

Honorable Joseph DeStefano, Mayor
City of Middletown
16 James Street
Middletown, New York 10940

Re: O&W Station Rehabilitation
Our File #21-088

Dear Mayor DeStefano,

Enclosed please find resolutions and long form EAF for the O&W project.

Please advise what we can do to assist you.

Very truly yours,

Alfred A. Fusco, Jr., P.E.
FUSCO ENGINEERING AND
LAND SURVEYING, P.C.
AAF/cam

Cc: Maria Bruni
Jacob Tawil
Caitlin McNamara
Alfred A. Fusco, Jr., P.E.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 07-20-21

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Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

State Environment Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

This notice is issued pursuant to 6 NYCRR Part 617 of the implementing regulations pertaining to Article 8 (State Environment Quality Review Act) of the Environmental Conservation Law.

The City of Middletown Common Council, as lead agency, has determined that the proposed action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action: O&W Building Rehabilitation

SEQR Status: Unlisted Action

Negative Declaration: Yes

Description of Action: Rehabilitation of the O&W building located at 7 Low Avenue

Facts & Reasons Supporting This Determination:

Based on its careful review of the application, the plans and revisions thereto submitted by the applicant, Long Form Environmental Assessment Form, with supporting information and public comment, the Common Council has identified the no areas of environmental concern in connection with the proposed project.

Resolution:

BE IT RESOLVED THAT based on the Common Council's review and consideration of the Project, Long Form Environmental Assessment Form, supplementary technical information, public comments and consideration of the criteria for determining significance set forth in 6 NYCRR 617.7 (c), the Project as designed and set forth herein will not result in any significant impact to the environment.

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 project sponsor to verify that the information contained in Part I is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: O&W Building Rehabilitation		
Project Location (describe, and attach a general location map): 7 Low Avenue, Middletown, NY 10940		
Brief Description of Proposed Action (include purpose or need): Rehabilitation of the existing building located at 7 Low Avenue. The City proposes to renovate the building to include four (4) one-bedroom apartments and four (4) two-bedroom apartments.		
Name of Applicant/Sponsor: City of Middletown		Telephone: 845-346-4101
		E-Mail: jdestefano@middletown-ny.com
Address: 16 James Street		
City/PO: Middletown	State: NY	Zip Code: 10940
Project Contact (if not same as sponsor; give name and title/role): SAME		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		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 Council, Town Board, ☒ Yes ☐ No or Village Board of Trustees		
b. City, Town or Village ☐ Yes ☐ No Planning Board or Commission		
c. City Council, Town or ☐ Yes ☐ No Village Zoning Board of Appeals		
d. Other local agencies ☐ Yes ☐ No		
e. County agencies ☐ Yes ☐ No		
f. Regional agencies ☐ Yes ☐ No		
g. State agencies ☐ Yes ☐ No		
h. Federal agencies ☐ Yes ☐ No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☐ Yes ☒ No
If Yes,		
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):	
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):	

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? I-1 Zone _____	☒ 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, i. What is the proposed new zoning for the site? _____	☐ Yes ☒ No
C.4. Existing community services.	
a. In what school district is the project site located? City of Middletown	
b. What police or other public protection forces serve the project site? City of Middletown	
c. Which fire protection and emergency medical services serve the project site? City of Middletown	
d. What parks serve the project site? City of Middletown public parks	

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)? Residential	
b. a. Total acreage of the site of the proposed action?	_____ 1 acres
b. Total acreage to be physically disturbed?	_____ 0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	_____ 1 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 proposed action be constructed in multiple phases? ☐ Yes ☒ No	
i. If No, anticipated period of construction: _____ 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	8			
At completion of all phases	8			

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): _____	

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:

iii. Will proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No
If Yes, describe: _____

iv. Will 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 proposed to be removed _____
- 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: _____ 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: City of Middletown

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: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ 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: City of Middletown
- Name of district: City of Middletown
- 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 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? _____	☐ Yes ☒ No
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? _____	
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 _____ acres (parcel size) ii. Describe types of new point sources. _____ 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)? _____ • If to surface waters, identify receiving water bodies or wetlands: _____ • Will stormwater runoff flow to adjacent properties? _____	
iv. Does 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? _____	
If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____ ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____ iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____	
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? _____	
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)	

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 semi-trailer truck trips/day: _____

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.

i. During Construction:

- Monday - Friday: _____ 8:00 AM to 5:00 PM
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☒ No

If yes:

i. Provide details including sources, time of day and duration: _____

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No

Describe: _____

n.. Will the proposed action have outdoor lighting? ☒ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☒ No

Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

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 an amount in underground storage)? ☐ Yes ☒ No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☒ No

If Yes:

i. Describe proposed treatment(s): _____

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)? ☒ Yes ☐ No

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: _____

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 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 Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	1	1	0
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• 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? ☐ Yes ☒ No
i. If Yes: explain: _____

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? ☐ Yes ☒ No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? ☐ Yes ☒ No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

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? ☐ Yes ☒ No
If Yes:
i. Has the facility been formally closed? ☐ Yes ☐ No
• 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: _____

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? ☐ Yes ☒ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

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? ☐ Yes ☒ No
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 ☐ No
☐ 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? ☐ Yes ☐ No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

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? _____ 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: _____ %	
_____ %	
_____ %	
d. What is the average depth to the water table on the project site? Average: _____ feet	
e. Drainage status of project site soils: ☐ Well Drained: _____ % of site	
☐ Moderately Well Drained: _____ % of site	
☐ Poorly Drained: _____ % of site	
f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: _____ % of site	
☐ 10-15%: _____ % of site	
☐ 15% or greater: _____ % 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:	
• Streams:	Name _____ Classification _____
• Lakes or Ponds:	Name _____ Classification _____
• Wetlands:	Name _____ Approximate Size _____
• Wetland No. (if regulated by DEC)	_____
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: _____ Squirrels, rabbits _____ Squirrels, rabbits _____ Squirrels, rabbits _____	
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	
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	
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: _____	
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: _____	
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☒ No i. If Yes: acreage(s) on project site: _____ ii. Source(s) of soil rating(s): _____	
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: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	☐ Yes ☐ No
If Yes:	
i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District	
ii. Name: _____	
iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	
☐ Yes ☐ No	
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
☐ Yes ☒ No	
If Yes:	
i. Describe possible resource(s): _____	
ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	
☐ Yes ☒ No	
If Yes:	
i. Identify resource: _____	
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	
☐ Yes ☒ No	
If Yes:	
i. Identify the name of the river and its designation: _____	
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
☐ Yes ☐ No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Miguel Rodriguez Date _____

Signature _____ Title President of Common Council

PRINT FORM

RESET FORM

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.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: O&W Building Rehabilitation

Name of Lead Agency: City of Middletown Common Council

Name of Responsible Officer in Lead Agency: Miguel Rodrigues

Title of Responsible Officer: President of Common Council

Signature of Responsible Officer in Lead Agency: _____ Date: _____

Signature of Preparer (if different from Responsible Officer) _____ Date: _____

For Further Information:

Contact Person: Joseph DeStefano, Mayor

Address: 16 James Street, Middletown, New York 10940

Telephone Number: 845-346-4101

E-mail: jdestefano@middletown-ny.com

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>

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

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 07-20-21

Index No: Local Law #1 of 2021

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

**A LOCAL LAW OPTING OUT OF THE ESTABLISHMENT OF CANNABIS RETAIL
DISPENSARY LICENSES AND ONSITE CONSUMPTION LICENSES WITHIN THE
CITY OF MIDDLETOWN**

**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 prohibit the establishment of retail dispensary licenses and onsite consumption licenses regarding cannabis within the City of Middletown pursuant to Section 131 of the Cannabis Law.

Section 2. Pursuant to Section 131 of the Cannabis Law, the City of Middletown hereby requests the Cannabis Control Board of the State of New York to prohibit the establishment of cannabis retail dispensary licenses and usages and to prohibit the establishment of cannabis onsite consumption licenses and usages within the jurisdiction of the City of Middletown.

Section 3. Pursuant to Section 131 of the Cannabis Law, this Local Law is subject to a permissive referendum governed by Section 24 of the Municipal Home Rule Law.

Section 4. 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 5. Effective Date.

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

City of Middletown
Public Hearing
Local Law # 1 of 2021
June 15, 2021 at 8:00PM

PLEASE TAKE NOTICE that the City of Middletown will hold an public hearing on Local Law #1 of 2021 for OPTING OUT OF THE ESTABLISHMENT OF CANNABIS RETAIL DISPENSARY LICENSES AND ONSITE CONSUMPTION LICENSES WITHIN THE CITY OF MIDDLETOWN on Tuesday, June 15 , 2021, commencing at 8:00PM in the Common Council Chambers at City Hall, 2nd floor.

The full version of Local Law # 1 2021 will be available for viewing on the City website at www.middletown-ny.com.

The public can attend the public hearing at City Hall, second floor, Council Chambers to discuss the Local Law. All the members of the public entering City Hall must have a face mask.

The meeting will also be conducted via video/tele-conference and live on Channel 20 for viewing.

Members of the public may also access the meeting to ask questions by clicking on the link below to register for the meeting:

<https://middletown-ny.digitaltownhall.com/>

For any person unable to participate at the time of meeting, email comments may be submitted in advance to jnaumchik@middletown-ny.com.

Please note that all meetings will be recorded.

BY ORDER OF THE COMMON COUNCIL,

CITY OF MIDDLETOWN, NEW YORK

John C. Naumchik

City Clerk

Publish: June 7, 2021 & June 8, 2021

City Website

TIMES HERALD-RECORD

90 Crystal Run Road, Ste 310, Middletown, NY 10941

State of New York:

County of Orange: ss:

Tricia Crowe

Being duly sworn deposes and says that the Local Media Group, Inc. is organized under the last of the State of New York and is, at all the times hereinafter mentioned, was the printer and publisher of the Times Herald-Record, a daily newspaper distributed in the Orange, Ulster, Rockland, Dutchess, Pike, PA, Delaware and Sullivan, Counties, published in the English language in the City of Middletown, County of Orange, State of New York, that deponent is the

Legal Advertising Rep.

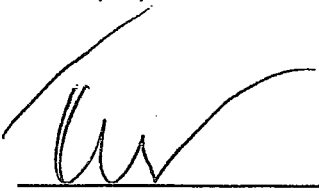
of said The Times Herald-Record acquainted with the facts hereinafter stated, and duly authorized by said Corporation to make this affidavit; that the

Public Notice

a true printed copy of which is attached, has been duly and regularly published in the manner require by law in said The Times Herald-Record in each of its issues published upon each of the following dates, to with: In its issues of:

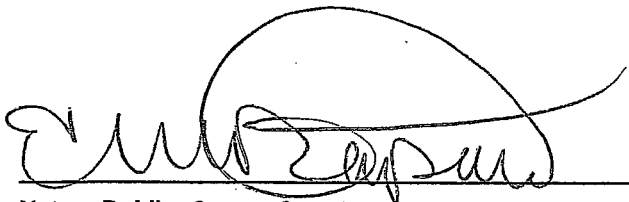
06/07/2021

06/08/2021


Signature of Representative:

Tricia Crowe

Sworn to before me this 11 Day of June 2021


Notary Public, Orange County

ELIZABETH MARTHA RAPALO
Notary Public - State of New York
No. 01RA6344907
Qualified in Orange County
My Commission Expires 07/11/2024

City of Middletown
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Local Law # 1 of 2021
June 15, 2021 at 8:00PM

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Please note that all meetings will be recorded.

BY ORDER OF THE COMMON COUNCIL,
CITY OF MIDDLETOWN, NEW YORK

John C. Naumchik

City Clerk

Published: June 7, 2021 & June 8, 2021

City Website

RECEIVED

JUN 14 2021

City Clerk
City of Middletown

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 07-20-21

Index No: _____

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

WHEREAS, bids were opened by the Board of Estimate and Apportionment on Thursday, July 1, 2021, for the Annual Plumbing Maintenance Work, City Buildings/Facilities, and

WHEREAS, the Board of Estimate and Apportionment referred the bids to the Commissioner of Public Works for his review and recommendation to the Common Council of the City of Middletown, and,

WHEREAS, the Commissioner of Public Works recommends to the Common Council that the bid be awarded to G. Richard Truex P&H, Inc,

NOW THEREFORE BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Commissioner of Public Works and awards the bid for the Annual Plumbing Maintenance Work, City Buildings/Facilities to the following:

G. Richard Truex P&H, Inc., P. O. Box 2152, Middletown, NY 10940:

\$85 for the hourly rate, \$142.50/hr. for OT, and \$190/hr. Sundays and holidays.

Department of Public Works

Memorandum

RECEIVED
JUN 16 2021
City Clerk
City of Middletown

To: MEMBERS OF THE BOARD OF ESTIMATE & APPORTIONMENT

From: DEPARTMENT OF PUBLIC WORKS

Date: June 16, 2021

RE: BOARD OF ESTIMATE MEETING FOR BID OPENINGS

Please be informed there will be a Board of Estimate & Apportionment meeting at 4:30 PM on July 1, 2021, for the furnishing of 6", 8", 10", 12", 14", 16", 18", 20", and 24" Cement lined, Class 52 Ductile Iron Tyton Joint Water Pipe and various valves, fire hydrants, and fittings, for the furnishing of gray iron castings; for the disposal of construction and demolition debris, and for tires; for the disposal of Aluminum/Metal/Appliances/Cast Iron by city trucks; Electrical, Plumbing, and HVAC services for the City of Middletown; for the furnishing of aluminum sulfate, 50% solution (liquid alum), copper sulfate, caustic soda 25% solution (sodium hydroxide), sodium hypochlorite 15% (liquid chlorine), Fluosilicic Acid 23.50%, Sodium Chlorite 25%, and Hydrochloric Acid 15% for the treatment of drinking water, AND Cationic Dry & Liquid Polymer for STP belt press application for use by the City of Middletown, NY. Thank you.

kg

Distribution: Mayor DeStefano
Common Council President Rodrigues
Alderman Masi
Common Council Clerk Naumchik
City Treasurer Paris

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 07-20-21

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Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

WHEREAS, bids were opened by the Board of Estimate and Apportionment on Thursday, July 1, 2021, for the Annual HVAC Maintenance Work, City Buildings/Facilities, and

WHEREAS, the Board of Estimate and Apportionment referred the bids to the Commissioner of Public Works for his review and recommendation to the Common Council of the City of Middletown, and,

WHEREAS, the Commissioner of Public Works recommends to the Common Council that the bid be awarded to Val Bruni Plumbing & Heating,

NOW THEREFORE BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Commissioner of Public Works and awards the bid for the Annual HVAC Maintenance Work, City Buildings/Facilities to the following:

Val Bruni Plumbing & Heating, PO Box 864, Middletown NY 10940:

At an hourly rate of: \$120; an Overtime rate of: \$180/hr and a Holiday rate of: \$240/hr.

Department of Public Works

Memorandum

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JUN 16 2021
City Clerk
City of Middletown

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kg

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Common Council President Rodrigues
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Common Council Clerk Naumchik
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**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

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Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

WHEREAS, bids were opened by the Board of Estimate and Apportionment on Thursday, July 1, 2021, for the Bid of Disposal of C&D, and tires from Clean Up Program, and

WHEREAS, the Board of Estimate and Apportionment referred the bids to the Commissioner of Public Works for his review and recommendation to the Common Council of the City of Middletown, and,

WHEREAS, the Commissioner of Public Works recommends to the Common Council that the bid be awarded to Taylor-Montgomery, LLC,

NOW THEREFORE BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Commissioner of Public Works and awards the bid for the Disposal of C&D, and tires from Clean Up Program to the following:

Taylor-Montgomery, LLC. 350 Neelytown Rd. Montgomery NY 12548:
Disposal of C&D \$102.00/ton; Tires: \$395.00 per container + \$400.00/ton

Department of Public Works

Memorandum

RECEIVED

JUN 16 2021

City Clerk
City of Middletown

To: MEMBERS OF THE BOARD OF ESTIMATE & APPORTIONMENT

From: DEPARTMENT OF PUBLIC WORKS

Date: June 16, 2021

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kg

Distribution: Mayor DeStefano
Common Council President Rodrigues
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Common Council Clerk Naumchik
City Treasurer Paris

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 07-20-21

Index No: _____

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

WHEREAS, bids were opened by the Board of Estimate and Apportionment on Thursday, July 1, 2021, for the Bid of Annual Electric Maintenance Work, and

WHEREAS, the Board of Estimate and Apportionment referred the bids to the Commissioner of Public Works for his review and recommendation to the Common Council of the City of Middletown, and,

WHEREAS, the Commissioner of Public Works recommends to the Common Council that the bid be awarded to Harry F. Rotolo & Son, Inc,

NOW THEREFORE BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Commissioner of Public Works and awards the bid for the Annual Electric Maintenance Work to the following:

Harry F. Rotolo & Son, Inc., 390 East Main Street, Middletown, NY 10940:
@\$86/hr. rate; \$125/hr. OT rate; \$155/hr. holiday rate.; \$50/hr. Bucket truck rate (max. \$200/day).

Department of Public Works

Memorandum

RECEIVED

JUN 16 2021

City Clerk
City of Middletown

To: MEMBERS OF THE BOARD OF ESTIMATE & APPORTIONMENT

From: DEPARTMENT OF PUBLIC WORKS

Date: June 16, 2021

RE: BOARD OF ESTIMATE MEETING FOR BID OPENINGS

Please be informed there will be a Board of Estimate & Apportionment meeting at 4:30 PM on July 1, 2021, for the furnishing of 6", 8", 10", 12", 14", 16", 18", 20", and 24" Cement lined, Class 52 Ductile Iron Tyton Joint Water Pipe and various valves, fire hydrants, and fittings, for the furnishing of gray iron castings; for the disposal of construction and demolition debris, and for tires; for the disposal of Aluminum/Metal/Appliances/Cast Iron by city trucks; Electrical, Plumbing, and HVAC services for the City of Middletown; for the furnishing of aluminum sulfate, 50% solution (liquid alum), copper sulfate, caustic soda 25% solution (sodium hydroxide), sodium hypochlorite 15% (liquid chlorine), Fluosilicic Acid 23.50%, Sodium Chlorite 25%, and Hydrochloric Acid 15% for the treatment of drinking water, AND Cationic Dry & Liquid Polymer for STP belt press application for use by the City of Middletown, NY. Thank you.

kg

Distribution: Mayor DeStefano
Common Council President Rodrigues
Alderman Masi
Common Council Clerk Naumchik
City Treasurer Paris

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 07-20-21

Index No: _____

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

WHEREAS, bids were opened by the Board of Estimate and Apportionment on Thursday, July 1, 2021, for the Bid of disposal of aluminum/metal/appliances/cast-iron, and

WHEREAS, the Board of Estimate and Apportionment referred the bids to the Commissioner of Public Works for his review and recommendation to the Common Council of the City of Middletown, and,

WHEREAS, the Commissioner of Public Works recommends to the Common Council that the bid be awarded to Teplitz Metal Processing,

NOW THEREFORE BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Commissioner of Public Works and awards the bid for the disposal of aluminum/metal/appliances/cast-iron to the following:

Teplitz Metal Processing, 75 Church St., Middletown, NY 10940:

in the amount paid to the City of \$225/ton delivered by City trucks-in City unloading.

Department of Public Works

Memorandum

RECEIVED
JUN 16 2021
City Clerk
City of Middletown

To: MEMBERS OF THE BOARD OF ESTIMATE & APPORTIONMENT

From: DEPARTMENT OF PUBLIC WORKS

Date: June 16, 2021

RE: BOARD OF ESTIMATE MEETING FOR BID OPENINGS

Please be informed there will be a Board of Estimate & Apportionment meeting at 4:30 PM on July 1, 2021, for the furnishing of 6", 8", 10", 12", 14", 16", 18", 20", and 24" Cement lined, Class 52 Ductile Iron Tyton Joint Water Pipe and various valves, fire hydrants, and fittings, for the furnishing of gray iron castings; for the disposal of construction and demolition debris, and for tires; for the disposal of Aluminum/Metal/Appliances/Cast Iron by city trucks; Electrical, Plumbing, and HVAC services for the City of Middletown; for the furnishing of aluminum sulfate, 50% solution (liquid alum), copper sulfate, caustic soda 25% solution (sodium hydroxide), sodium hypochlorite 15% (liquid chlorine), Fluosilicic Acid 23.50%, Sodium Chlorite 25%, and Hydrochloric Acid 15% for the treatment of drinking water, AND Cationic Dry & Liquid Polymer for STP belt press application for use by the City of Middletown, NY. Thank you.

kg

Distribution: Mayor DeStefano
Common Council President Rodrigues
Alderman Masi
Common Council Clerk Naumchik
City Treasurer Paris

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. XXXXXXXXXXXXXXXXXXXX

Date of Adoption 06-01-21

Index No: Introduction of LL#1 of 2021

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

Introduction of Local Law #1 of 2021:

A LOCAL LAW OPTING OUT OF THE ESTABLISHMENT OF CANNABIS RETAIL
DISPENSARY LICENSES AND ONSITE CONSUMPTION LICENSES WITHIN THE
CITY OF MIDDLETOWN

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 prohibit the establishment of retail dispensary licenses and onsite consumption licenses regarding cannabis within the City of Middletown pursuant to Section 131 of the Cannabis Law.

Section 2. Pursuant to Section 131 of the Cannabis Law, the City of Middletown hereby requests the Cannabis Control Board of the State of New York to prohibit the establishment of cannabis retail dispensary licenses and usages and to prohibit the establishment of cannabis onsite consumption licenses and usages within the jurisdiction of the City of Middletown.

Section 3. Pursuant to Section 131 of the Cannabis Law, this Local Law is subject to a permissive referendum governed by Section 24 of the Municipal Home Rule Law.

Section 4. 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 5. Effective Date.

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

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

THE AUDIT OF THE COMMON COUNCIL

By Alderman Masi

Sec'd by Alderman

Date of Adoption: 07-20-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
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**