



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
NOVEMBER 21, 2023**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. CORRESPONDENCE, COMMUNICATION AND REPORTS
5. FOR THE GOOD OF THE CITY
6. REMARKS OF THE MAYOR
7. REMARKS OF THE DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES
 - 8.1 Public Hearing: 11-25 Harding Street Sub-Division
9. PETITIONS AND COMPLAINTS
10. REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
 - 12.1 Resolution Adopting the City of Middletown's 2024 Budget
 - 12.2 Resolution to Accept a \$4000 Grant from the County of Orange for 2023-2024 STOP-DWI High Visibility Engagement
 - 12.3 Resolution Accepting a Donation of \$349 from the Kiwanis Club of Middletown for the Red Oak Tree Planted at Thrall Park to celebrate the 100th Anniversary of the Kiwanis Club
 - 12.4 Resolution Authorizing an agreement with CivicPlus for the CivicRec Portal for Recreation and Parks Registration Program Registrations
 - 12.5 Resolution Accepting a \$7927 Grant from the County of Orange for the Stop DWI Third Enforcement Period

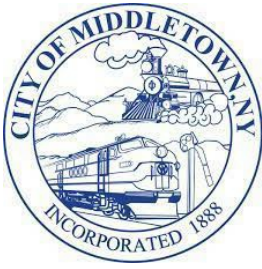
- 12.6 Resolution Authorizing \$155,338.12 in Budget Transfers to Cover the Cost of City Paving Projects
- 12.7 Resolution Authorizing an Amendment and Extension to the Goldenarea Senior Transportation Agreement with the County of Orange
- 12.8 Resolution Authorizing a Renewal Agreement with Nearmap for the Assessor' Office
- 12.9 Resolution Declaring SEQRA Notice Lead Agency Designation and Determination of Non-Significance for a 2-lot sub-division at 11-25 Harding Street
- 12.10 Resolution approving a 2-lot subdivision (Lot Line Change) for 11-25 Harding Street
- 12.11 Resolution Authorizing Agreements for the Paramount Theatre's 2024-2025 Season
- 12.12 Resolution Amending City Code to Prohibit Harboring Various Farm Animals on Properties in the City
- 12.13 Resolution Dedicating Magnolia Park Development
- 12.14 Resolution to approve an extension of time of six (6) months for two resolutions dated May 04, 2021, #98-21 and #99-21 for the Presidential Heights Realty Subdivision

13. LOCAL LAWS

14. AUDIT OF CLAIMS AND ACCOUNTS

- 14.1 Resolution Authorizing the Accounts be Audited, Claims Adjusted, and the Treasurer be Authorized to Issue Warrants for their Payment

15. ADJOURNMENT



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: November 21, 2023

Index No:

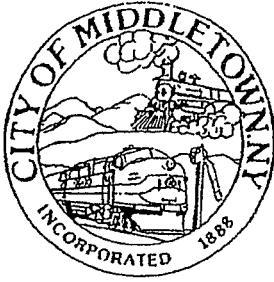
Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

Public Hearing: 11-25 Harding Street Sub-Division

ATTACHMENTS:

[11-25 Harding St Sub Division.pdf](#)

[11-25 Harding Street Maps.pdf](#)



City of Middletown
Middletown, New York
APPLICATION FOR Subdivision
APPLICATION FEE: \$250.00
ESCROW FEE: \$100.00

Number of Lots of the Subdivision 2 Current Zone I-1

Section 30 Block 1 Lot 16.2

Address of Subject Property 11-25 Harding Street

Owner of Property EAMCO Dissolution, Inc f/k/a E.A. Morse & Co., Inc

Owner Address 8 Division Road

City Wurtsboro State NY Zip 12790

Telephone: Home _____ Cell: 845 820 0200

Email tmorse2357@gmail.com

Applicant Name Thomas Morse

If different from Owner

Applicant Address _____

City _____ State _____ Zip _____

Telephone: Home _____ Cell: _____

Email _____

Minor (2-3 lots) _____ \$250.00

Paid _____

Plus Escrow _____ \$100.00

Paid _____

Major (over 3 lots) _____ \$500.00

Paid _____

Plus \$100 per lot for each lot over 10 lots, and \$1000.00 escrow to be replenished if required

NOTE: Over 4 lot subdivision will go to Planning Board for recommendation before going to Common Council.

Proposed uses; List the number of proposed lots and uses, which are to be created by this subdivision if approved. Additional sheets may be attached if more space is required.

Existing parcel used for cleaning supplies to remain
and be smaller
New parcel to be created to be part of Heritage Trail

Zoning; In the space provided list all lots or areas which would require a re-zoning of any zoning district. List all factors dealing with the requested re-zoning. Additional sheets may be attached if more space is required.

N/A

Non Compliance of Zoning; In the space provided list all lots, which are not in compliance with the zoning regulations of the City of Middletown. Provide all information from the zoning ordinance in which the lot is non-compliant and the reasons therefore. Additional sheets may be attached if more space is required.

N/A

NOTE; if any of the new lots are non-compliant to the City of Middletown zoning code you may be required to apply to the ZBA for a variance.

A notarized letter from the property owner granting permission to seek the zone change or addition, if the applicant is not the owner, is required for all applications.

NOTE: As per SEQRA law a short form EAF will be required with all applications

Sign at the place indicated and print name

Signature of applicant Thomas S Morse

Print Name and title Thomas S Morse, Secretary

Date Nov 2, 2023

TO BE FILLED OUT BY THE CITY CLERK'S OFFICE

A fee of \$250.00 was collected on _____

Escrow Amount \$100.00 on _____

Signature of Clerk or Designee

Date

Application & Instructions for Subdivisions

A subdivision application is deemed to be accepted by the Common Council when completed applications along with the required fees are in possession of the Clerk.

All applications will be referred to the Common Council Planning Committee. Placement on the agenda is on a first come, first serve basis. The Committee chairperson will schedule the meeting and you will be notified of the date and time. Applications must be in possession of the chair of the Committee at least two weeks before the scheduled meeting.

Each application for a subdivision shall be accompanied by a non-refundable fee of \$250.00 and an escrow fee of \$100.00 used for the public hearing notice. If the entire escrow amount is not used the balance will be refunded to the applicant. The clerk office will require 14 copies of the application and subdivision maps submitted with all the fees.

Additional fees may be required if the Common Council determines that an engineer's review is necessary. If an engineer's review is necessary the applicant must deposit \$500.00 with the clerk to cover engineering fees. If the entire amount is not used the balance will be refunded to the applicant. Additional amounts may be required if necessary.

The Common Council shall fix the time of the public hearing after the Committee has approved the subdivision. Notice of the public hearing shall be published in the official City newspaper for two successive days. Publication of such notice shall begin at least five days before the hearing. The Common Council may require giving additional notice to persons particularly interested or affected in any given location.

A list of names and addresses will be given to you after the Committee approves the subdivision. A letter when the public hearing will be scheduled will be supplied to you and you will be required to mail to all names and addresses when the public notice is in the official newspaper. You will be required to supply a proof of mailing from the post office at the public hearing. If this proof of mailing is not supplied at the public hearing, the hearing will be canceled.

At the public hearing, a presentation of the facts of the subdivision is required by the applicant. You may present all information and data you desire. You may be represented by anyone of your choice. The public will also be provided an opportunity to speak. The members of the Common Council or staff may ask you questions.

If the Common Council approves, at the next scheduled meeting the resolution will be on the agenda to approve the subdivision.

If the subdivision is granted you will have to provide final plans with any changes for the Commissioner of Public Works and the City Clerk to sign and then you will also be required to submit to the County. The City of Middletown will require two (2) final signed paper copies and one (1) PDF copy submitted to the City Clerk.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information							
EAMCO Dissolution, Inc f/k/a E.A. Morse & Co., Inc							
Name of Action or Project: Heritage Trail Expansion							
Project Location (describe, and attach a location map): 11-25 Harding Street, Middletown, NY 10940							
Brief Description of Proposed Action: Create a 2 lot subdivision to allow the existing facility to remain and allow for the expansion of the Heritage Trail							
Name of Applicant or Sponsor: Thomas Morse		Telephone: 845-820-0200 E-Mail: tmorse2357@gmail.com					
Address: 8 Division Road							
City/PO: Wurtsboro		State: NY	Zip Code: 12790				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td>☒</td> <td>☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td>☒</td> <td>☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
3. a. Total acreage of the site of the proposed action? _____ 4 acres b. Total acreage to be physically disturbed? _____ 0 acres c. Total acreage (project site and any contiguous properties) owned _____ 4 acres or controlled by the applicant or project sponsor?							
4. Check all land uses that occur on, are adjoining or near the proposed action: ☐ Urban ☐ Rural (non-agriculture) ☒ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland							

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: N/A _____ _____	☐	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☐	☒	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☐	☒	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. 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?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☒	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☒ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	☒	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Thomas Morse</u> Date: <u>Nov 2, 2023</u>		
Signature: <u>Thomas S Morse</u> Title: <u>Secretary</u>		

Subdivsion application with EAF

Final Audit Report

2023-11-02

Created:	2023-11-02
By:	Blustein, Shapiro, Rich & Barone, LLP (dpuglisi@mid-hudsonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYMr_mRXvTqLjgkxUnoPn2WPTVhXkVTNz

"Subdivsion application with EAF" History

 Document created by Blustein, Shapiro, Rich & Barone, LLP (dpuglisi@mid-hudsonlaw.com)
2023-11-02 - 2:42:31 PM GMT- IP address: 184.75.38.58

 Document emailed to tmorse2357@gmail.com for signature
2023-11-02 - 2:43:18 PM GMT

 Email viewed by tmorse2357@gmail.com
2023-11-02 - 10:45:45 PM GMT- IP address: 66.249.88.166

 Signer tmorse2357@gmail.com entered name at signing as Thomas S Morse
2023-11-02 - 10:46:49 PM GMT- IP address: 216.223.218.8

 Document e-signed by Thomas S Morse (tmorse2357@gmail.com)
Signature Date: 2023-11-02 - 10:46:51 PM GMT - Time Source: server- IP address: 216.223.218.8

 Agreement completed.
2023-11-02 - 10:46:51 PM GMT



Adobe Acrobat Sign

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Middletown will hold a public hearing on Tuesday, November 21, 2023, on or as near to 7:30 p.m. as possible, Common Council Chambers, 2nd floor, 16 James Street, to hear any and all persons wishing to be heard on the proposed 2 lot subdivision at 11-25 Harding Street.

Any and all persons wishing to be heard will be given an opportunity to speak either for or against the proposed 2-lot subdivision.

The complete proposed application and map of the property for the 2-lot subdivision are available in the office of the Common Council Clerk, City Hall, 16 James Street, room 12, and on the City Website.

For any person unable to participate at the time of the public hearing, email comments may be submitted in advance to rmccormack@middletownny.gov

By the order of the Common Council.

Richard P. McCormack
Clerk of the Common Council

Publish: 11/16/23 & City Website

LOCALiQ

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

PO Box 631202 Cincinnati, OH 45263-1202

PROOF OF PUBLICATION

Richard McCormack
Kelly C
Middletown, City
16 James ST
Middletown NY 10940-5724

STATE OF NEW YORK, COUNTY OF ORANGE

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

11/16/2023

and that the fees charged are legal.
Sworn to and subscribed before on 11/16/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$41.29

Order No: 9515027

Customer No: 684389

PO #:

of Copies:
1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

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Clerk of the Common Council

CITY OF MIDDLETOWN
ACQUISITION MAP

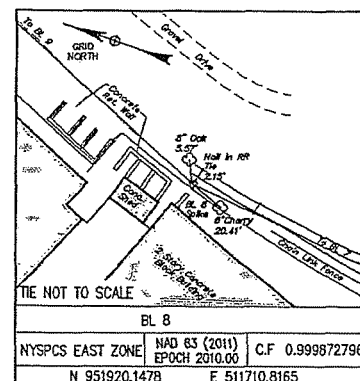
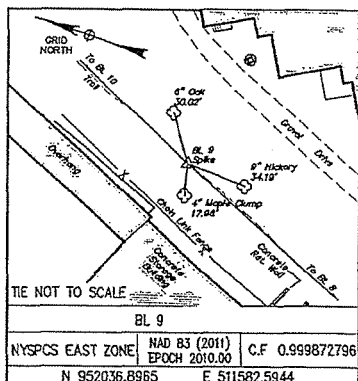
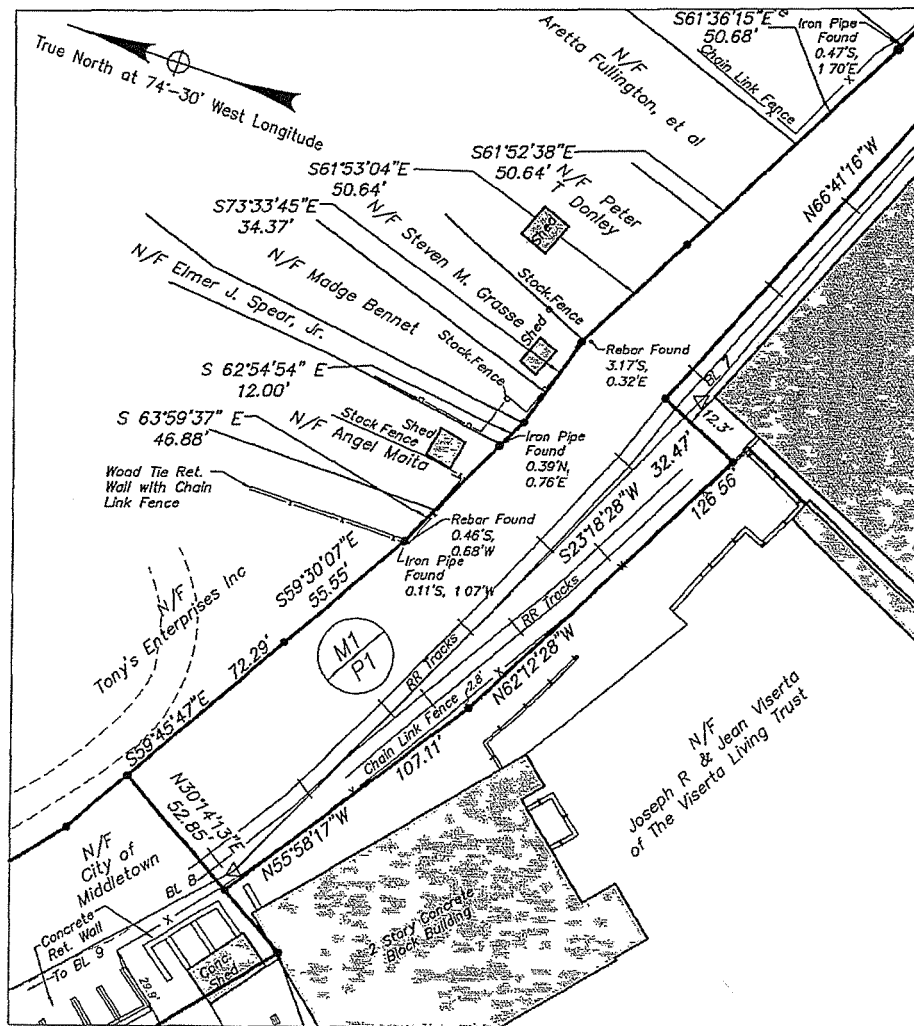
HARDING STREET
CITY OF MIDDLETOWN

Parcel Locator Point, P O.B P1
N. 951,735.8896
E. 512,215.6603
NAD 83 (2011) Epoch 2010.00

E.A MORSE AND COMPANY, INC
(REPUTED OWNER)
CCD Liber 4530, Page 170

MAP NO. 1
PARCEL NOS P1 & P2
SHEET 1 OF 6 SHEETS

PARCEL SUMMARY
Type: P1--Fee
Portion of City of Middletown
Tax Map No. 30-1-16 2
City of Middletown
County of Orange
State of New York



SCALE 1"=40'

PREPARED BY: NGC CHECKED BY: BC FINAL CHECK BY: NGC

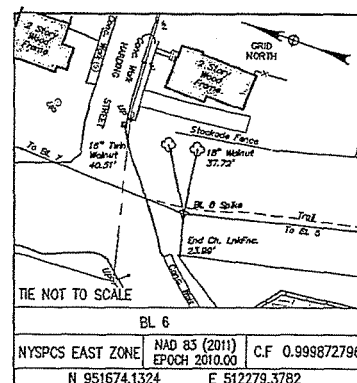
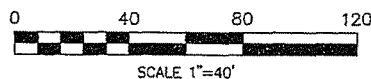
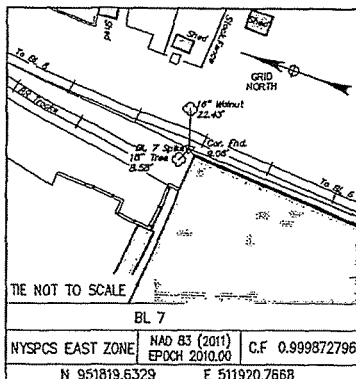
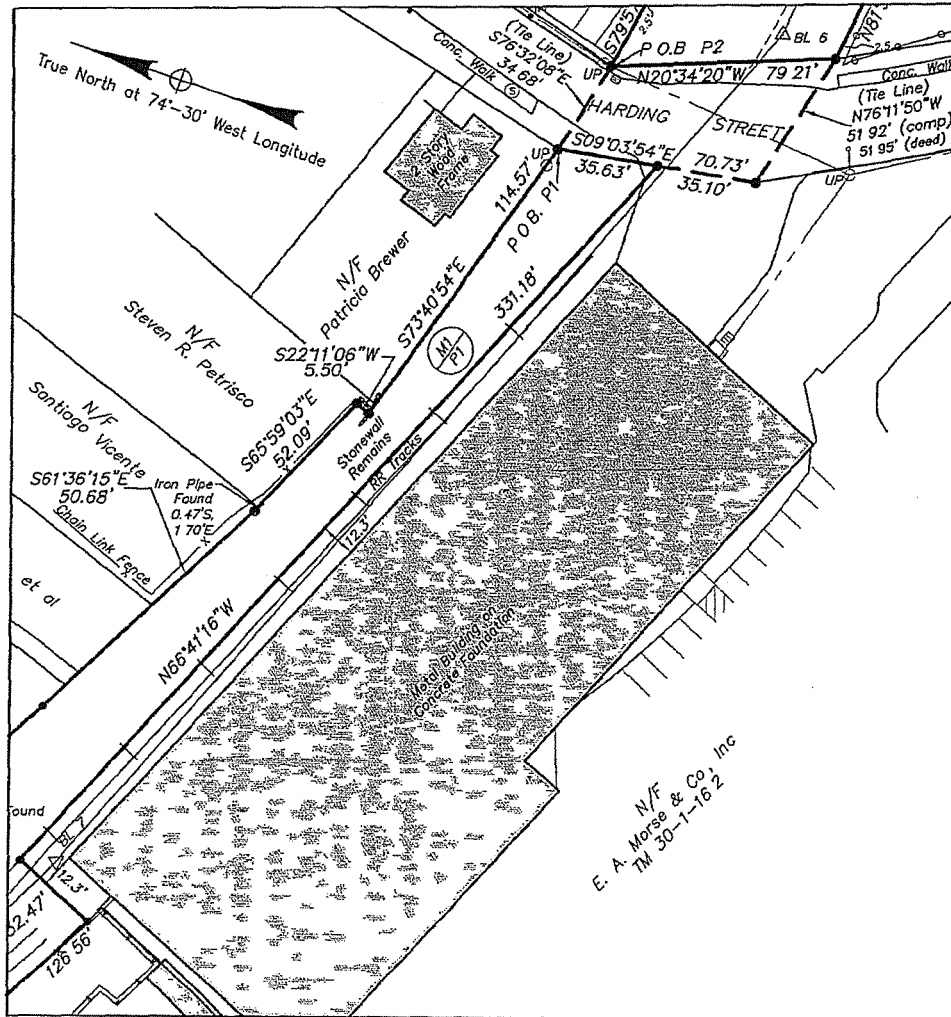
CITY OF MIDDLETOWN ACQUISITION MAP

HARDING ROAD
CITY OF MIDDLETOWN

MAP NO 1
PARCEL NOS P1 & P2
SHEET 2 OF 6 SHEETS

E. A. MORSE AND COMPANY, INC
(REPUTED OWNER)
CCD-Liber 4530, Page 170

PARCEL SUMMARY:
Type: P1-Fee
Portion of City of Middletown
Tax Map No. 30-1-16 2
City of Middletown
County of Orange
State of New York



PREPARED BY: _____ CHECKED BY: _____ FINAL CHECK BY: _____

CITY OF MIDDLETOWN ACQUISITION MAP

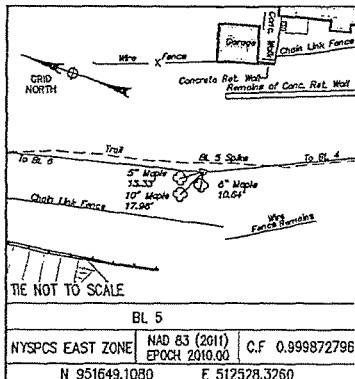
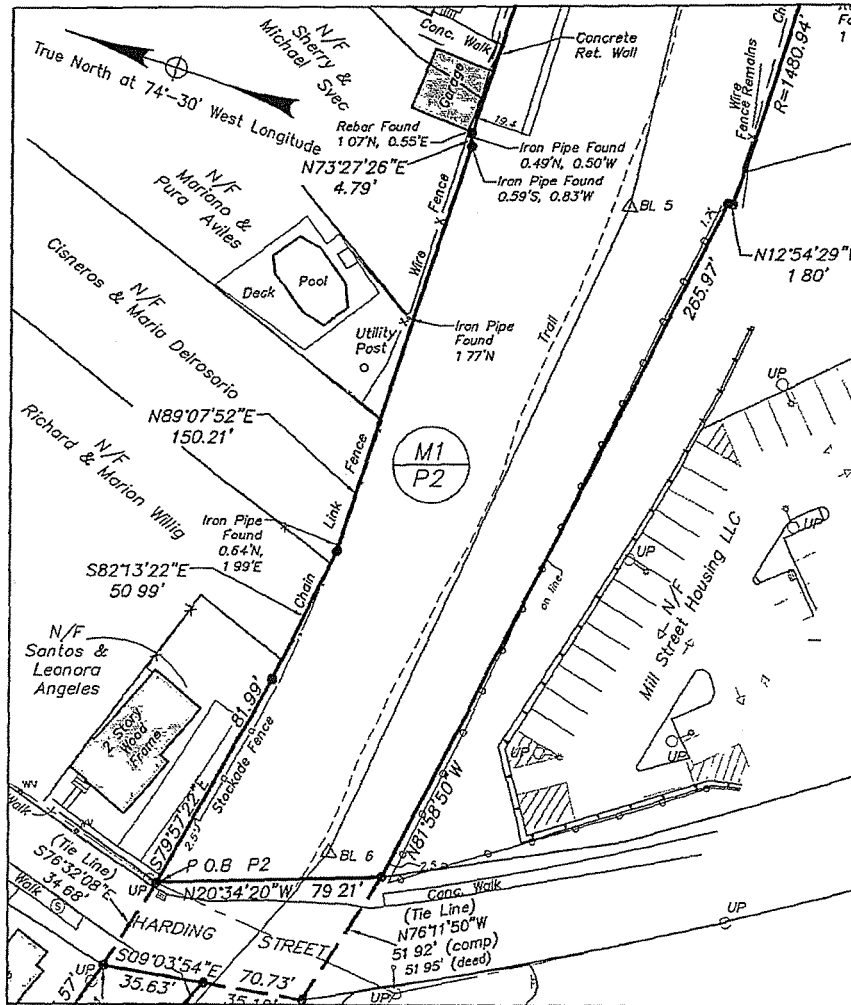
HARDING ROAD
CITY OF MIDDLETOWN

MAP NO 1
PARCEL NOS P1 & P2
SHEET 3 OF 6 SHEETS

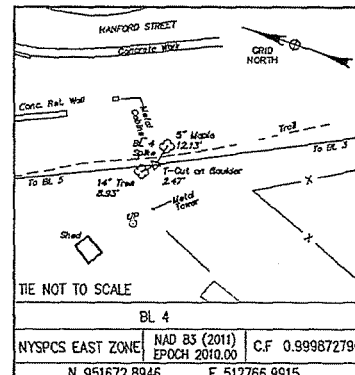
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E. 512,249 3900
NAD 83 (2011) Epoch 2010 00

E.A MORSE AND COMPANY, INC
(REPUTED OWNER)
CCD-Liber 4530, Page 170

PARCEL SUMMARY.
Type: P2-Fee
Portion of City of Middletown
Tax Map No. 30-1-16 2
City of Middletown
County of Orange
State of New York



SCALE 1"=40'



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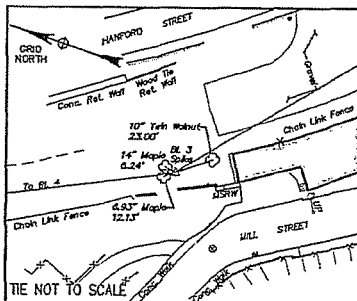
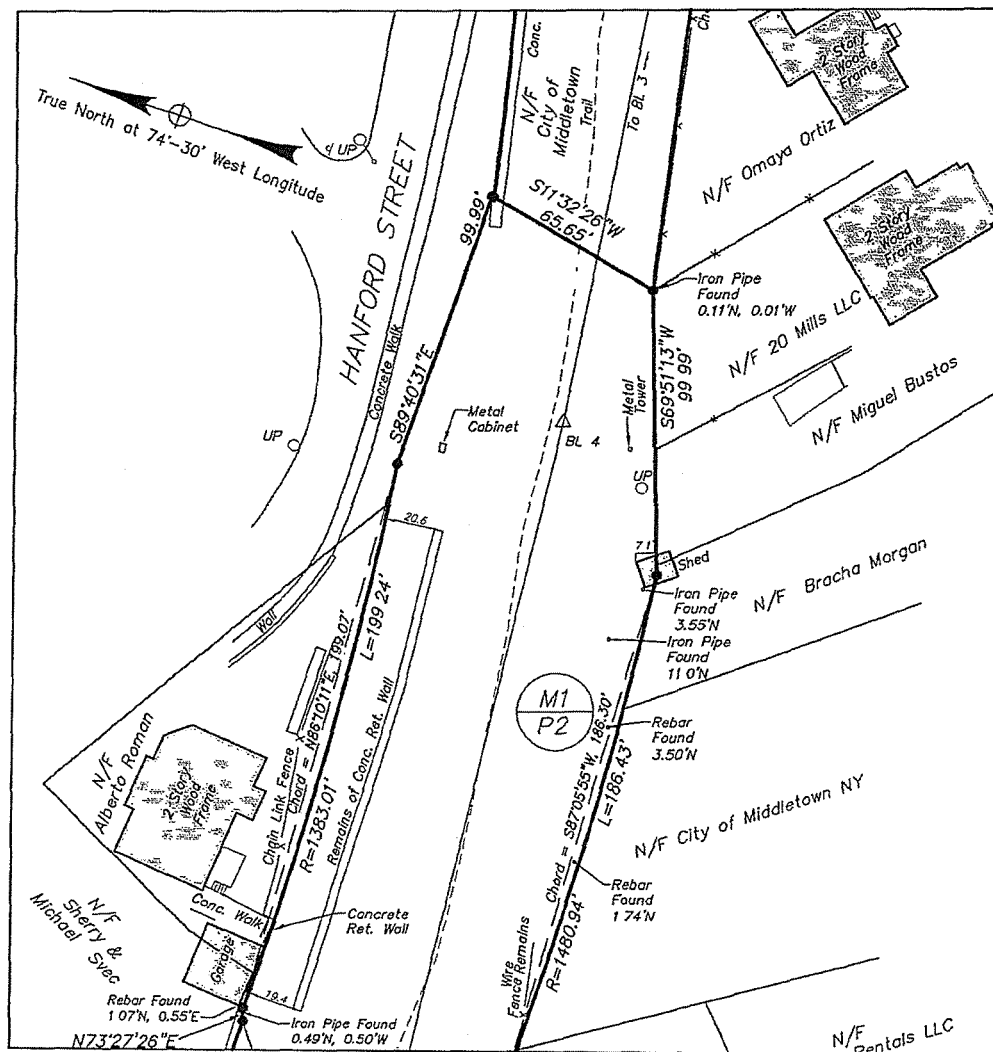
CITY OF MIDDLETOWN ACQUISITION MAP

HARDING ROAD
CITY OF MIDDLETOWN

MAP NO 1
PARCEL NOS P1 & P2
SHEET 4 OF 6 SHEETS

E A MORSE AND COMPANY, INC
(REPUTED OWNER)
CCD Liber 4530, Page 170

PARCEL SUMMARY:
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Portion of City of Middletown
Tax Map No. 30-1-16.2
City of Middletown
County of Orange
State of New York

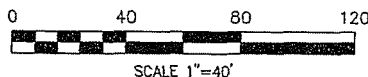


BL 3		
NYSPCS EAST ZONE	NAD 83 (2011)	C.F. 0.999872796
N 951706.1826	E 513011.7438	

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(845) 225-9717 fax
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PREPARED BY: NGC CHECKED BY: BC FINAL CHECK BY: NGC

HARDING ROAD
CITY OF MIDDLETOWN

CITY OF MIDDLETOWN
ACQUISITION MAP

MAP NO. 1
PARCEL NOS P1 & P2
SHEET 5 OF 6 SHEETS

E A MORSE AND COMPANY, INC
(REPUTED OWNER)

GENERAL NOTES:

To date, no Title Report or Abstract of Title has been provided. This survey is subject to a current, up to date Title Report.

Property corner monuments were not placed as part of this survey.

Unauthorized alteration or addition to this survey is a violation of Section 7209, subdivision 2 of the New York State Education Law.

The alteration of survey maps by anyone other than the original preparer is misleading, confusing and not in the general welfare and benefit of the public. Licensed Land Surveyors shall not alter survey maps, survey plans, or survey plats prepared by others.

Underground structures, if any exist, are not shown hereon, except as noted. The location of underground improvements or encroachments are not always known and often must be estimated. If underground improvements, easements, or encroachments exist and are neither visible during normal field survey operations nor described in instruments provided to this surveyor, they may not be shown on this map and are not certified.

This property may be affected by instruments which have not been provided to this surveyor. Users of this map should verify title with their attorney or a qualified title examiner.

Only copies from the original of this survey marked with the surveyor's embossed seal are genuine, true and correct copies of the surveyor's original work and opinion. A copy of this document without a proper application of the surveyor's embossed seal should be assumed to be an unauthorized copy.

Note that the 10 foot wide Easement Agreement between E. A. Morse and Company, Inc. and the City of Middletown dated September 16 2009, provided to this office by the client, contained no recording information and is not shown hereon as it will be extinguished by operation of law upon conveyance of the subject property from E.A. Morse and Company, Inc. to the City of Middletown.

References to the recomputed property lines from Liber 4530, Page 170 have been corrected for rotation and scaling to the New York State Plane Coordinate System, East Zone.

The fieldwork upon which this map is based was completed on August 19, 2022 and this map was prepared on October 23, 2023.

Parcel No P1
Fee

ALL that certain plot, piece or parcel of land situate, lying and being in the City of Middletown, County of Orange, and State of New York, bounded and described as follows:

Beginning at a point in the southwesterly assumed road line of Harding Street at the intersection of the division line between lands now or formerly of Patricia Brewer on the north and the herein described property on the south,

Thence from said point beginning along the assumed line of Harding Street S 09°03'54" E a distance of 35.63 feet to a point,

Thence through lands of the grantor herein N 66°41'16" W a distance of 331.18 feet and S 23°18'28" W a distance of 32.47 feet to a point in the line of lands now or formerly of Joseph R. & Jean Viserta of the Viserta Living Trust;

Thence along same N 62°12'28" W a distance of 126.56 feet and N 55°58'17" W a distance of 107.11 feet to a point in the line of lands now or formerly of the City of Middletown,

Thence along same N 30°14'13" E a distance of 52.85 feet to a point in the line of lands now or formerly of Tany's Enterprises, Inc.,

Thence along said lands of Tany's Enterprises, Inc., lands now or formerly of Angel Maita, lands now or formerly of Elmer J. Spear, Jr., lands now or formerly of Madge Bennet, lands now or formerly of Steven M. Grasse, lands now or formerly of Peter T. Donely, lands now or formerly of Aretta Fullington, et al, lands now or formerly of Sanitago Vicente, lands now or formerly of Steven R. Petrisco and lands now or formerly of Patricia Brewer the following 11 courses and distances:

- (1) S 59°45'47" E a distance of 72.29 feet,
- (2) S 59°30'07" E a distance of 55.55 feet,
- (3) S 63°59'37" E a distance of 46.88 feet,
- (4) S 62°54'54" E a distance of 12.00 feet,
- (5) S 73°33'45" E a distance of 34.37 feet,
- (6) S 61°53'04" E a distance of 50.64 feet,
- (7) S 61°52'38" E a distance of 50.64 feet,
- (8) S 61°36'15" E a distance of 50.68 feet,
- (9) S 65°59'03" E a distance of 52.09 feet,
- (10) S 22°11'06" W a distance of 5.50 feet and
- (11) S 73°40'54" E a distance of 114.57 feet to the point or place of beginning.

Containing 21,783 square feet or 0.500 acres being the same more or less.

The horizontal datum to which this description is referenced is NAD83 (2011) Epoch 2010.00 and is projected in the New York State Plane Coordinate System East Zone. The combined scale factor is 0.999872798.

To convert the New York State Plane Coordinate System East Zone distances in this description to ground distances multiply the distances in this description by 1.000127220.

The meridian of this mapping is referenced to True North at 74 degrees 30 minutes West Longitude.
The rotation to Liber 4530, Page 170, Schedule A is +12°30'54"

PREPARED BY: NGC CHECKED BY: BC FINAL CHECK BY: NGC

HARDING ROAD
CITY OF MIDDLETOWN

CITY OF MIDDLETOWN
ACQUISITION MAP

MAP NO 1
PARCEL NOS P1 & P2
SHEET 6 OF 6 SHEETS

E. A. MORSE AND COMPANY, INC
(REPUTED OWNER)

Parcel No. P2
Fee

ALL that certain plot, piece or parcel of land situate, lying and being in the City of Middletown, County of Orange, and State of New York, bounded and described as follows.

Beginning at a point in the easterly assumed road line of Harding Street at the intersection of the division line between lands now or formerly of Santos & Leonora Angeles on the north and lands of the grantor herein on the south, Said point of beginning being located S 76°32'08" E 34.68 feet from a point in the westerly assumed line of Harding Street at the northwesterly corner of other lands of the grantor herein,

Thence along said lands of Angeles and continuing along lands now or formerly of Richard & Marion Willig, lands now or formerly of Cisneros & Maria Delrosario, lands now or formerly of Mariano & Pura Aviles and lands now or formerly of Sherry & Michael Svec, the following four (4) courses and distances:

- (1) S 79°57'22" E a distance of 81.99 feet,
- (2) S 82°13'22" E a distance of 50.99 feet,
- (3) N 89°07'52" E a distance of 150.21 feet and
- (4) N 73°27'26" E a distance of 4.79 feet to a point of non-tangency;

Thence continuing along lands now or formerly of Svec, lands now or formerly of Alberto Roman and the southerly line of Hanford Street along a curve to the left having an arc length of 199.24 feet, a radius of 1383.01 feet, a chord bearing of N 86°10'11" E, and a chord length of 199.07 feet, to a point of non-tangency.

Thence continuing along said southerly line of Hanford Street S 89°40'31" E a distance of 99.99 feet to lands now or formerly of the City of Middletown,

Thence along said lands now or formerly of the City of Middletown S 11°32'26" W a distance of 65.65 feet to lands now or formerly of 20 Mills LLC;

Thence along said lands now or formerly of 20 Mills LLC, lands now or formerly of Miguel Bustos and lands now or formerly of Bracha Morgan S 69°51'13" W a distance of 99.99 feet to a point of non-tangency

Thence continuing along lands now or formerly of Bracha Morgan, lands now or formerly of the City of Middletown and lands now or formerly of Mill Street Housing LLC following a curve to the right having an arc length of 186.43 feet, a radius of 1480.94', a chord bearing of S 87°05'55" W, and a chord length of 186.30', to a point of non-tangency;

Thence continuing along lands now or formerly of Mill Street Housing LLC N 12°54'29" W a distance of 180 feet and N 81°58'50" W a distance of 265.97 feet to a point in said northerly assumed line of Harding Street;

Thence along same N 20°34'20" W a distance of 79.21 feet to the point or place of beginning.

Containing 46,934 square feet or 1.078 acres being the same more or less.

The horizontal datum to which this description is referenced is NAD83 (2011) Epoch 2010.00 and is projected in the New York State Plane Coordinate System East Zone. The combined scale factor is 0.999872796. To convert the New York State Plane Coordinate System East Zone distances in this description to ground distances multiply the distances in this description by 1.000127220.

The meridian of this mapping is referenced to True North at 74 degrees 30 minutes West Longitude. The rotation to Liber 4530, Page 170, Parcel II is +12°23'22".

Baseline Table

	Bearing	Distance
BL 3 to BL 4	S 82°15'17" W	247.006
BL 4 to BL 5	S 84°18'30" W	239.848
BL 5 to BL 6	N 84°15'36" W	250.202
BL 6 to BL 7	N 67°54'58" W	387.005
BL 7 to BL 8	N 64°25'01" W	232.771
BL 8 to BL 9	N 47°40'54" W	173.410

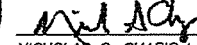
I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date: _____, 2023

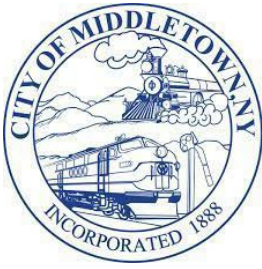
Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law

I hereby certify that this survey was performed in accordance with the current Standards for Land Surveys as adopted by the New York State Association of Professional Land Surveyors, Inc.

Date: October 26, 2023


NICHOLAS G. CHAPIS LAND SURVEYOR
P.L.S. LICENSE NO. 049330





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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: November 21, 2023

Index No: 220-23

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

Resolution Adopting the City of Middletown's 2024 Budget

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and adopts the City of Middletown's itemized statement in writing of the estimated revenue and expenditures of the General City Government, the Water Department and the Sewer Department other than amounts to be raised by taxation for County purposes, for fiscal year January 1, 2024 through December 31, 2024.

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and adopts the City of Middletown's 2024 Budget

Description	General Fund	Water Fund	Sewer Fund
Revenue	\$24,414,278	\$7,676,370	\$6,267,811
Expense	\$47,554,394	\$7,676,370	\$6,267,811

Appropriation: 47,554,394

Estimated Revenue: 24,414,278

Tax Levy – General City Purpose: \$23,140,116

ATTACHMENTS:

[Public Hearing 2024 Budget.pdf](#)

[2024 City Budget Notice PH Affidavit](#)

[2024 CITY WIDE BUDGET.pdf](#)

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING
ON THE PROPOSED
2024 CITY GENERAL, WATER AND
SEWER BUDGETS**

NOTICE IS HEREBY GIVEN, that the Board of Estimate and Apportionment of the City of Middletown will hold a Public Hearing on the proposed 2024 City General, Water and Sewer Budgets on Wednesday, November 15, 2023, at 4:00 p.m. in the Common Council Chambers, 2nd floor, City Hall, 16 James Street, Middletown, NY. Said budget is available for inspection at the Office of the City Clerk/Clerk of the Common Council.

By the order of:
Board of Estimate and Apportionment

Richard P. McCormack
City Clerk

Publish: 11/08/23 & 11/09/23
Posted on the City Website

LOCALiQ

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

PO Box 631202 Cincinnati, OH 45263-1202

PROOF OF PUBLICATION

Richard McCormack
Kelly C
Middletown, City
16 James ST
Middletown NY 10940-5724

STATE OF NEW YORK, COUNTY OF ORANGE

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

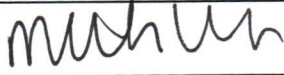
11/08/2023, 11/09/2023

and that the fees charged are legal.

Sworn to and subscribed before on 11/09/2023



Legal Clerk



Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost: \$50.25

Order No: 9498300

of Copies:

Customer No: 684389

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

CITY OF MIDDLETOWN NOTICE OF PUBLIC HEARING ON THE PROPOSED 2024 CITY GENERAL, WATER AND SEWER BUDGETS

**NOTICE IS HEREBY
GIVEN,** that the Board of Estimate and Apportionment of the City of Middletown will hold a Public Hearing on the proposed 2024 City General, Water and Sewer Budgets on Wednesday, November 15, 2023, at 4:00 p.m. in the Common Council Chambers, 2nd floor, City Hall, 16 James Street, Middletown, NY. Said budget is available for inspection at the Office of the City Clerk/Clerk of the Common Council.

By the order of:
Board of Estimate and
Apportionment

Richard P. McCormack
City Clerk

[Faint, mostly illegible text, possibly bleed-through from the reverse side of the page]

MARIAH VERHAGEN
Notary Public
State of Wisconsin

Date Prepared: 11/06/2023 09:16 AM
Report Date: 11/06/2023
Account Table:
Alt. Sort Table:

CITY OF MIDDLETOWN
Budget Preparation Report

Fiscal Year: 2024 Period From: 1 To: 12

Account	Description			Original	Adjusted	2023	2024	2024	2024	Variance To
		2021	2022	2023	2023	Actual	PROPOSED	REVISED	APPROVED	PROPOSED
		Actual	Actual	Budget	Budget	Per 1-12	Stage	Stage	Stage	Stage
Type R	Revenue									
Fund A	GENERAL FUND									
A.1001	REAL PROPERTY TAXES	20,938,323.11	21,798,408.13	22,310,967.00	22,310,967.00	22,315,945.96	22,757,286.00	23,140,116.00	23,140,116.00	2.00%
A.1051	GAIN FROM SALE OF TAX ACQUIRED PROPERTY	2,725.84	10,337.12	150,000.00	150,000.00	0.00	150,000.00	150,000.00	150,000.00	0.00%
A.1081	PAYMENTS IN LIEU OF TAXES	511,528.70	418,328.91	534,704.00	534,704.00	183,357.73	567,704.00	567,704.00	567,704.00	6.17%
A.1090	INT & PEN ON PROP TAXES	156,992.09	241,037.47	212,000.00	212,000.00	169,420.53	200,000.00	200,000.00	200,000.00	-5.66%
A.1120	NON-PROP TAX DIS - COUNTY	12,772,954.19	13,892,453.28	14,000,000.00	14,000,000.00	10,632,372.18	14,000,000.00	14,250,000.00	14,250,000.00	0.00%
A.1130	UTILITY GROSS REC TAXES	381,050.12	447,053.69	380,000.00	380,000.00	348,714.81	380,000.00	380,000.00	380,000.00	0.00%
A.1170	FRANCHISE TAXES	396,792.07	407,383.01	400,000.00	400,000.00	186,646.50	400,000.00	400,000.00	400,000.00	0.00%
A.1230	TREASURER FEES	116,195.00	102,275.00	110,000.00	110,000.00	67,425.00	110,000.00	110,000.00	110,000.00	0.00%
A.1232	TAX COLLECTOR FEES	78,802.99	87,770.65	95,000.00	95,000.00	67,913.45	90,000.00	90,000.00	90,000.00	-5.26%
A.1235	TAX SALE ADVER & EXP	3,256.05	32,742.31	20,000.00	20,000.00	32,079.12	20,000.00	20,000.00	20,000.00	0.00%
A.1255	CITY CLERK FEES	4,247.00	4,240.00	8,000.00	8,000.00	4,799.00	8,000.00	8,000.00	8,000.00	0.00%
A.1289	OTHER DEPARTMENTAL INCOME	60,620.00	54,400.00	55,000.00	55,000.00	32,000.00	55,000.00	55,000.00	55,000.00	0.00%
A.1520	POLICE DEPARTMENT FEES	8,669.00	10,720.00	7,750.00	7,750.00	8,578.25	7,750.00	7,750.00	7,750.00	0.00%
A.1521	BURGLAR ALARM FEES	140.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A.1540	FIRE DEPARTMENT FEES	16,295.00	16,217.50	16,500.00	16,500.00	18,480.00	16,500.00	16,500.00	16,500.00	0.00%
A.1589	ECON DEV ADMIN	3,500.00	0.00	3,500.00	3,500.00	0.00	3,500.00	3,500.00	3,500.00	0.00%
A.1603	VITAL STATISTIC FEES	25,647.20	25,518.25	27,000.00	27,000.00	22,325.38	27,000.00	27,000.00	27,000.00	0.00%
A.1710	PUBLIC WORKS SERVICES	98,757.05	73,998.14	50,000.00	50,000.00	88,683.88	50,000.00	50,000.00	50,000.00	0.00%
A.1741	PARKING PERMITS	730.00	8,435.00	8,000.00	8,000.00	4,135.00	8,000.00	8,000.00	8,000.00	0.00%
A.2012	CONCESSION REVENUE	2,724.78	14,218.38	30,000.00	30,000.00	9,673.63	25,000.00	25,000.00	25,000.00	-16.67%
A.2025	POOL CHARGES	14,156.00	20,268.00	18,500.00	18,500.00	16,513.00	25,750.00	17,750.00	17,750.00	39.19%
A.2027	DAY CAMP FEES	60,290.00	81,446.00	129,000.00	129,000.00	138,090.00	119,000.00	119,000.00	119,000.00	-7.75%
A.2029	SPECIAL PROGRAMS	52,645.00	193,549.26	68,570.00	70,720.00	63,345.00	71,200.00	71,200.00	71,200.00	3.84%
A.2030	PAVILION/PARK FEES	21,912.75	16,832.50	18,000.00	18,000.00	15,525.00	18,500.00	18,500.00	18,500.00	2.78%
A.2090	MOVIE TICKET SALES	3,569.00	25,495.00	40,000.00	40,000.00	17,659.90	30,000.00	30,000.00	30,000.00	-25.00%

Date Prepared: 11/06/2023 09:16 AM
Report Date: 11/06/2023
Account Table:
Alt. Sort Table:

CITY OF MIDDLETOWN
Budget Preparation Report

Fiscal Year: 2024 Period From: 1 To: 12

Account	Description	2021 Actual	2022 Actual	Original 2023 Budget	Adjusted 2023 Budget	2023 Actual Per 1-12	2024 PROPOSED Stage	2024 REVISED Stage	2024 APPROVED Stage	Variance To 2024 PROPOSED Stage
Type R Fund A	Revenue GENERAL FUND									
A.2091	TICKET SALES LIVE THEATRE EVENTS	67,896.00	193,703.40	350,000.00	350,000.00	172,242.52	400,000.00	400,000.00	400,000.00	14.29%
A.2110	ZONING FEES	150.00	400.00	1,000.00	1,000.00	1,400.00	1,000.00	1,000.00	1,000.00	0.00%
A.2115	PLANNING FEES	37,595.00	24,725.00	4,000.00	4,000.00	35,737.20	20,000.00	20,000.00	20,000.00	400.00%
A.2116	SUBDIV FEES-PLAN COMM	750.00	287.09	500.00	500.00	0.00	500.00	500.00	500.00	0.00%
A.2118	ZONING CHANGE FEES	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A.2125	ARCHITECTURE FEES	350.00	350.00	150.00	150.00	300.00	150.00	150.00	150.00	0.00%
A.2188	OPERATING PERMITS	2,465.00	2,750.00	2,600.00	2,600.00	1,850.00	2,600.00	2,600.00	2,600.00	0.00%
A.2189	OTHER HOME & COMM SERVICE	164,870.00	180,960.00	190,000.00	190,000.00	186,410.00	190,000.00	190,000.00	190,000.00	0.00%
A.2192	CORPORATION COUNCIL FEES	0.00	0.00	0.00	0.00	8,900.00	0.00	0.00	0.00	0.00%
A.2220	CHARGES TO BOARD OF ED	562,980.75	599,342.73	592,000.00	592,000.00	460,840.00	840,000.00	840,000.00	840,000.00	41.89%
A.2221	CIVIL SERVICE CHARGES	1,030.00	10,870.00	2,600.00	2,600.00	4,180.00	2,600.00	2,600.00	2,600.00	0.00%
A.2222	FED REIM - LOCAL POL OPER	4,136.18	0.00	5,000.00	5,000.00	5,847.07	5,000.00	5,000.00	5,000.00	0.00%
A.2351	SENIOR CENTER TRIPS AND ACTIVITIES	0.00	24,336.70	52,000.00	67,000.00	68,109.05	70,000.00	70,000.00	70,000.00	34.62%
A.2401	INTEREST AND EARNINGS	35,779.30	38,915.07	18,693.00	18,693.00	232,944.40	100,000.00	250,000.00	250,000.00	434.96%
A.2410	RENTAL OF REAL PROPERTY	126,739.20	126,154.65	130,000.00	130,000.00	105,688.23	130,000.00	130,000.00	130,000.00	0.00%
A.2412	ACADEMY AVE SCH RENT/UTL	6,567.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A.2450	COMMISSIONS	134.80	112.55	100.00	100.00	86.40	100.00	100.00	100.00	0.00%
A.2500	PARAMOUNT THEATRE INCOME	2,240.00	17,005.00	20,000.00	20,000.00	16,053.00	25,000.00	25,000.00	25,000.00	25.00%
A.2501	BUSINESS & OCCU LICENSES	70,055.00	66,475.00	70,000.00	70,000.00	47,020.00	70,000.00	70,000.00	70,000.00	0.00%
A.2540	BINGO LICENSES	1,811.63	3,730.07	2,500.00	2,500.00	1,026.17	2,500.00	2,500.00	2,500.00	0.00%
A.2542	DOG LICENSES	8,525.00	7,835.00	9,000.00	9,000.00	7,315.00	9,000.00	9,000.00	9,000.00	0.00%
A.2545	OTHER LICENSES	9,342.50	11,442.97	11,000.00	11,000.00	14,107.38	11,000.00	11,000.00	11,000.00	0.00%
A.2555	BUILDING AND ALTERATION PERMITS	406,225.00	424,156.52	250,000.00	250,000.00	334,720.00	250,000.00	250,000.00	250,000.00	0.00%

CITY OF MIDDLETOWN
Budget Preparation Report

Fiscal Year: 2024 Period From: 1 To: 12

Account	Description	2021 Actual	2022 Actual	Original 2023 Budget	Adjusted 2023 Budget	2023 Actual Per 1-12	2024 PROPOSED Stage	2024 REVISED Stage	2024 APPROVED Stage	Variance To 2024 PROPOSED Stage
Type R	Revenue									
Fund A	GENERAL FUND									
A.2560	STREET OPENING PERMITS	4,385.00	6,151.00	5,000.00	5,000.00	3,619.00	5,000.00	5,000.00	5,000.00	0.00%
A.2590	OTHER PERMITS	1,158.00	1,551.00	1,300.00	1,300.00	792.00	1,300.00	1,300.00	1,300.00	0.00%
A.2610	FINES & FOREFEITED BAIL	409,299.95	399,768.09	326,500.00	326,500.00	361,733.89	326,500.00	326,500.00	326,500.00	0.00%
A.2611	DOG POUND FEES	2,000.00	3,250.00	5,000.00	5,000.00	1,300.00	3,000.00	3,000.00	3,000.00	-40.00%
A.2650	SALES OF SCRAP AND EXCESS	13,283.51	3,610.93	5,000.00	5,000.00	4,357.03	5,000.00	5,000.00	5,000.00	0.00%
A.2655	MUNICIPAL ID CARDS	2,592.00	2,813.50	3,000.00	3,000.00	3,533.00	3,000.00	3,000.00	3,000.00	0.00%
A.2660	SALE OF REAL PROPERTY	613,528.45	108,354.98	400,000.00	400,000.00	100,000.00	0.00	500,000.00	500,000.00	-100.00%
A.2665	SALE OF EQUIPMENT	73,785.00	9,500.00	3,000.00	3,000.00	28,205.00	3,000.00	3,000.00	3,000.00	0.00%
A.2680	INSURANCE RECOVERIES	40,409.09	65,777.45	60,000.00	60,000.00	57,142.07	60,000.00	60,000.00	60,000.00	0.00%
A.2685	WORKERS COMP RECOVERIES - CURRENT YEAR	13,968.70	15,052.91	0.00	0.00	25,380.08	0.00	0.00	0.00	0.00%
A.2685.09	WORKERS COMP RECOVERIES - WHOLESALE AGREEMENT	0.00	1,475,673.00	0.00	(1,475,673.00)	0.00	0.00	350,000.00	350,000.00	0.00%
A.2701	REFUND OF PRIOR YRS EXP	21,193.62	72,342.58	20,000.00	20,000.00	7,307.14	20,000.00	20,000.00	20,000.00	0.00%
A.2702	PRIOR YRS-WORKER'S COMP REIMB	429,156.06	332,760.59	350,000.00	350,000.00	15,168.91	200,000.00	200,000.00	200,000.00	-42.86%
A.2705	GIFTS & DONATIONS	27,051.00	8,511.70	5,000.00	5,000.00	26,062.33	5,000.00	5,000.00	5,000.00	0.00%
A.2705	GIFTS & DONATIONS..RECREATION DONATIONS	0.00	(1,258.34)	0.00	7,982.22	0.00	0.00	0.00	0.00	0.00%
A.2705.01	GIFTS & DONATIONS..CITY WIDE PRIDE COMM	0.00	0.00	0.00	300.00	300.00	0.00	0.00	0.00	0.00%
A.2705.04	GIFTS & DONATIONS..MISC DONATIONS	3,904.60	0.00	0.00	(3,904.60)	0.00	0.00	0.00	0.00	0.00%
A.2705.05	GIFTS & DONATIONS..SENIOR CITIZEN DONATIONS	2,196.76	3,082.36	0.00	(6,279.12)	3,549.51	0.00	0.00	0.00	0.00%
A.2705.06	GIFTS & DONATIONS..POLICE DONATIONS	0.00	250.00	0.00	13,750.00	6,250.00	0.00	0.00	0.00	0.00%

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Account	Description	2021 Actual	2022 Actual	Original 2023 Budget	Adjusted 2023 Budget	2023 Actual Per 1-12	2024 PROPOSED Stage	2024 REVISED Stage	2024 APPROVED Stage	Variance To 2024 PROPOSED Stage
Type R	Revenue									
Fund A	GENERAL FUND									
A.2705.07	GIFTS & DONATIONS..SUMMER CAMP SCHOLARSHIPS	0.00	1,230.00	0.00	8,490.00	11,150.00	0.00	0.00	0.00	0.00%
A.2705.08	GIFTS & DONATIONS..MIDDLETOWN CARES	0.00	183.30	0.00	(183.30)	0.00	0.00	0.00	0.00	0.00%
A.2709	EMPLOYEE CONTRIBUTIONS	42,312.33	38,331.60	0.00	0.00	48,601.06	0.00	0.00	0.00	0.00%
A.2770	OTHER UNCLASSIFIED REV	140,761.41	132,196.97	90,000.00	90,000.00	52,549.73	25,000.00	50,000.00	50,000.00	-72.22%
A.2802	COUNTY AID & GRANT MISC	0.00	0.00	0.00	4,999.00	9,998.00	0.00	0.00	0.00	0.00%
A.2809	USPCA AKC REUNITE K9 GRANT	0.00	0.00	0.00	0.00	7,500.00	0.00	0.00	0.00	0.00%
A.3001	REV SHARING (PER CAPITA)	2,846,652.20	2,705,826.00	2,705,826.00	2,705,826.00	234,982.00	2,705,826.00	2,705,826.00	2,705,826.00	0.00%
A.3005	MORTGAGE TAX	874,610.28	1,153,834.04	450,000.00	450,000.00	283,979.14	350,000.00	450,000.00	450,000.00	-22.22%
A.3332	NYS GIVE GRANT	14,961.24	15,243.65	15,000.00	115,000.00	15,066.92	15,000.00	100,000.00	100,000.00	0.00%
A.3333	POLICE DEPT - DWI	21,144.13	14,211.65	6,500.00	6,500.00	11,854.00	6,500.00	4,927.00	4,927.00	0.00%
A.3334	POLICE - CHILD SAFETY PROG	2,933.65	0.00	0.00	6,200.00	0.00	6,200.00	2,400.00	2,400.00	100.00%
A.3338	NYS TRAFFIC ENFORCEMENT GRANT	13,180.06	14,435.49	5,000.00	5,000.00	7,243.23	5,000.00	14,875.00	14,875.00	0.00%
A.3820	OC YOUTH BUREAU PROGRAMS GRANT (REC) (POL)	50,917.50	108,295.00	40,000.00	40,000.00	14,000.00	45,000.00	58,000.00	58,000.00	12.50%
A.3989	COURT FACILITES AID	28,026.00	27,714.00	27,000.00	27,000.00	30,058.00	30,000.00	30,000.00	30,000.00	11.11%
A.3990	MISCELLANEOUS STATE AID	0.00	377,907.32	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00%
A.4000	FEDERAL AID - POLICE GRANT	5,223.10	10,450.00	0.00	0.00	53,053.08	0.00	0.00	0.00	0.00%
A.4785	ARPA	1,234,127.56	1,103,454.90	0.00	1,732.91	0.00	0.00	0.00	0.00	0.00%
A.4960	FEMA	30,169.00	0.00	0.00	0.00	1,228.82	0.00	0.00	0.00	0.00%
A.4990	MISC FEDERAL AID	308,193.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A.5031	INTERFUND TRANSFERS	5,663,171.00	567,818.72	240,974.00	240,974.00	1,135,252.00	0.00	412,096.00	412,096.00	-100.00%
A.5050	INTERFUND TRANS/DEBT SER	0.00	0.00	350,000.00	350,000.00	0.00	0.00	200,000.00	200,000.00	-100.00%

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		2021	2022	2023	2023	Actual	PROPOSED	REVISED	APPROVED	PROPOSED
		Actual	Actual	Budget	Budget	Per 1-12	Stage	Stage	Stage	Stage
Type R	Revenue									
Fund A	GENERAL FUND									
Total Fund A	GENERAL FUND	(50,176,476.42)	(48,495,003.74)	(45,517,734.00)	(44,192,298.11)	(38,714,675.68)	(45,089,966.00)	(47,554,394.00)	(47,554,394.00)	-0.94%

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Type R	Revenue									
Fund CD	COMMUNITY DEVELOPMENT									
CD.1200	LOAN PAYMENTS PROGRAM INCOME	203,525.96	18,300.00	96,330.38	96,330.38	0.00	84,161.62	84,161.62	84,161.62	-12.63%
CD.1200.06	REHAB-MULTI FAMILY LOAN PROGRAM INCOME	0.00	34,023.22	0.00	0.00	4,718.09	0.00	0.00	0.00	0.00%
CD.1200.08	REHAB-SINGLE FAMILY LOAN PROGRAM INCOME	0.00	29,640.49	0.00	0.00	31,085.66	0.00	0.00	0.00	0.00%
CD.1200.09	SMALL BUSINESS LOAN PROGRAM INCOME	0.00	76,485.97	0.00	0.00	64,732.40	0.00	0.00	0.00	0.00%
CD.1900	APPLIC/PROC FEE-CD LOANS	0.00	50.00	0.00	0.00	125.00	400.00	400.00	400.00	100.00%
CD.1902	LATE FEE - SECTION 108	0.00	23.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
CD.1905	LATE FEE - HOUSING REHAB	124.19	146.56	0.00	0.00	94.57	0.00	0.00	0.00	0.00%
CD.1907	LATE FEE - SBL REV FUND	509.36	408.55	0.00	0.00	482.91	0.00	0.00	0.00	0.00%
CD.2170	CDBG - ENTITLEMENT GRANT INCOME VAR PROJ	340,903.32	396,409.59	343,706.00	343,706.00	300,104.18	339,769.00	339,769.00	339,769.00	-1.15%
CD.2171	CDBG - ENTITLEMENT GRANT INCOME ADMIN	96,973.37	147,900.66	85,892.00	85,892.00	107,422.79	84,942.00	84,942.00	84,942.00	-1.11%
CD.2401	INTEREST AND EARNINGS	88.56	739.89	0.00	0.00	180.36	0.00	0.00	0.00	0.00%
CD.2402	INTEREST - SECTION 108	22,082.82	5,669.09	6,957.00	6,957.00	3,754.39	3,239.28	3,239.28	3,239.28	-53.44%
CD.2405	INTEREST - HOUSING REHAB	1,175.74	1,094.94	884.92	884.92	714.05	1,046.00	1,046.00	1,046.00	18.20%
CD.2407	INTEREST - SBL REV FUND	9,319.55	7,738.46	6,324.00	6,324.00	4,704.57	3,985.14	3,985.14	3,985.14	-36.98%
CD.2701	REFUND OF PRIOR YRS EXP	63.00	0.00	0.00	0.00	285.00	0.00	0.00	0.00	0.00%
CD.2770	OTHER UNCLASSIFIED REV	16,100.00	0.00	83,209.00	83,209.00	70.37	0.00	0.00	0.00	-100.00%
CD.2891	108 LOAN REPAYMENT	290,097.96	26,008.13	54,000.00	54,000.00	15,467.41	15,983.52	15,983.52	15,983.52	-70.40%
CD.4011	CDBG COVID-19	474,866.24	317.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Fund CD	COMMUNITY DEVELOPMENT	(1,455,830.07)	(744,956.36)	(677,303.30)	(677,303.30)	(533,941.75)	(533,526.56)	(533,526.56)	(533,526.56)	-21.23%

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Type R	Revenue									
Fund F	WATER FUND									
F.2140	METERED WATER	6,543,803.92	6,898,706.21	7,122,594.00	7,122,594.00	5,285,539.51	7,289,883.00	7,289,883.00	7,289,883.00	2.35%
F.2144	OTHER WATER CHARGES	3,115.34	14,808.42	5,000.00	5,000.00	10,374.67	5,000.00	10,000.00	10,000.00	0.00%
F.2148	INT & PENALTY - WATER	96,676.47	97,378.06	100,000.00	100,000.00	119,661.78	102,000.00	102,000.00	102,000.00	2.00%
F.2401	INTEREST AND EARNINGS	3,685.48	8,067.45	2,000.00	2,000.00	80,439.01	2,000.00	50,000.00	50,000.00	0.00%
F.2545	OTHER LICENSES	2,714.09	2,238.70	0.00	0.00	3,279.11	2,000.00	2,000.00	2,000.00	100.00%
F.2590	OTHER PERMITS	9,210.00	17,675.00	15,000.00	15,000.00	11,535.00	15,000.00	15,000.00	15,000.00	0.00%
F.2665	SALE OF EQUIPMENT	500.00	500.00	0.00	0.00	600.00	0.00	0.00	0.00	0.00%
F.2666	METER REIMBURSEMENTS	0.00	0.00	0.00	0.00	814.90	0.00	0.00	0.00	0.00%
F.2701	REFUND OF PRIOR YRS EXP	2,369.31	750.00	1,000.00	1,000.00	72.00	1,000.00	1,000.00	1,000.00	0.00%
F.2702	PRIOR YRS-WORKER'S COMP REIMB	1,774.00	1,382.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
F.2770	OTHER UNCLASSIFIED REV	16,469.00	15,251.06	18,000.00	18,000.00	21,917.15	18,000.00	18,000.00	18,000.00	0.00%
F.3990	MISCELLANEOUS STATE AID	156,149.49	10,176.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
F.5031	INTERFUND TRANSFERS	3,333.33	2,305,253.45	0.00	816,122.91	816,122.91	0.00	188,487.00	188,487.00	0.00%
Total Fund F	WATER FUND	(6,839,800.43)	(9,372,187.65)	(7,263,594.00)	(8,079,716.91)	(6,350,356.04)	(7,434,883.00)	(7,676,370.00)	(7,676,370.00)	2.36%

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		Actual	Actual	2023	2023	Actual	PROPOSED	REVISED	APPROVED	PROPOSED
				Budget	Budget	Per 1-12	Stage	Stage	Stage	Stage
Type R	Revenue									
Fund G	SEWER FUND									
G.2120	SEWER RENTS	4,599,955.42	4,954,751.81	5,177,435.00	5,177,435.00	3,863,532.06	5,255,708.00	5,255,708.00	5,255,708.00	1.51%
G.2128	INT & PENALTY - SEWER	64,878.83	66,145.66	75,000.00	75,000.00	83,734.06	76,500.00	76,500.00	76,500.00	2.00%
G.2144	OTHER SEWER CHARGES	509,502.00	410,099.50	500,000.00	500,000.00	376,510.52	450,000.00	450,000.00	450,000.00	-10.00%
G.2401	INTEREST AND EARNINGS	3,033.42	5,592.58	1,500.00	1,500.00	60,899.60	2,000.00	50,000.00	50,000.00	33.33%
G.2545	OTHER LICENSES	2,714.08	2,238.70	0.00	0.00	3,279.11	2,000.00	2,000.00	2,000.00	100.00%
G.2590	OTHER PERMITS	24,800.00	7,900.00	5,000.00	5,000.00	8,300.00	0.00	0.00	0.00	-100.00%
G.2701	REFUND OF PRIOR YRS EXP	42,363.16	2,420.99	3,000.00	3,000.00	5,209.00	0.00	0.00	0.00	-100.00%
G.2702	PRIOR YRS-WORKER'S COMP REIMB	8,374.38	7,033.14	5,000.00	5,000.00	0.00	0.00	0.00	0.00	-100.00%
G.2770	OTHER UNCLASSIFIED REV	2,425.00	2,295.00	2,000.00	2,000.00	1,240.00	2,000.00	2,000.00	2,000.00	0.00%
G.3990	MISCELLANEOUS STATE AID	100,590.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
G.5031	INTERFUND TRANSFERS	3,333.33	27,829.00	0.00	0.00	0.00	0.00	431,603.00	431,603.00	0.00%
Total Fund G	SEWER FUND	(5,361,970.25)	(5,486,306.38)	(5,768,935.00)	(5,768,935.00)	(4,402,704.35)	(5,788,208.00)	(6,267,811.00)	(6,267,811.00)	0.33%

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Type R	Revenue									
Fund GA	GOLDENAREA TRANSPORTATION									
GA.2401	INTEREST AND EARNINGS	0.00	49.52	0.00	0.00	352.38	0.00	0.00	0.00	0.00%
GA.2705	GIFTS & DONATIONS	4,934.60	6,709.51	6,000.00	6,000.00	6,509.06	6,500.00	6,500.00	6,500.00	8.33%
GA.4089	OTHER GOVT AID	29,021.00	37,635.00	32,489.00	32,489.00	24,235.36	88,000.00	48,000.00	48,000.00	170.86%
GA.5038	SHUTTLE BUS SUBSIDY	102,262.00	107,862.00	89,868.00	89,868.00	67,401.00	58,143.00	69,889.00	69,889.00	-35.30%
Total Fund GA	GOLDENAREA TRANSPORTATION	(136,217.60)	(152,256.03)	(128,357.00)	(128,357.00)	(98,497.80)	(152,643.00)	(124,389.00)	(124,389.00)	18.92%

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Type R	Revenue									
Fund V	DEBT SERVICE									
V.1989	OTHER ECO ASSIST & OPPOR	128,800.00	115,000.00	0.00	0.00	36,800.00	0.00	0.00	0.00	0.00%
V.2401	INTEREST AND EARNINGS	34,397.50	71,632.90	0.00	0.00	466,893.19	0.00	0.00	0.00	0.00%
V.5032	GENERAL PRINCIPAL	674,483.00	576,426.00	592,440.00	592,440.00	592,440.00	608,974.00	608,974.00	608,974.00	2.79%
V.5033	GENERAL INTEREST	221,051.19	380,386.67	277,850.89	277,850.89	365,505.07	345,887.00	345,887.00	345,887.00	24.49%
V.5034	WATER PRINCIPAL	1,176,697.00	1,164,616.00	1,267,702.00	1,267,702.00	1,192,404.00	1,070,685.00	1,070,685.00	1,070,685.00	-15.54%
V.5035	WATER INTEREST	524,211.52	523,476.13	327,616.89	327,616.89	439,725.84	421,269.00	421,269.00	421,269.00	28.59%
V.5036	SEWER PRINCIPAL	979,640.00	1,023,506.00	1,039,704.00	1,039,704.00	1,000,857.00	1,050,187.00	1,050,187.00	1,050,187.00	1.01%
V.5037	SEWER INTEREST	381,786.33	399,521.11	370,491.73	370,491.73	361,178.92	321,363.00	321,363.00	321,363.00	-13.26%
V.5039	CD PRINCIPAL	169,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
V.5040	CD INTEREST	28,339.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Fund V	DEBT SERVICE	(4,318,405.54)	(4,254,564.81)	(3,875,805.51)	(3,875,805.51)	(4,455,804.02)	(3,818,365.00)	(3,818,365.00)	(3,818,365.00)	-1.48%
Total Type R	Revenue	(68,288,700.31)	(68,505,274.97)	(63,231,728.81)	(62,722,415.83)	(54,555,979.64)	(62,817,591.56)	(65,974,855.56)	(65,974,855.56)	-0.65%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 1010	COMMON COUNCIL-CLERK									
A.1010.01	COMMON COUNCIL-CLERK..USE OF CITY WIDE PRIDE	0.00	2,427.56	0.00	0.00	0.00	2,000.00	2,000.00	2,000.00	100.00%
A.1010.100	PERSONAL SERVICES	351,985.48	360,770.71	351,583.00	351,583.00	293,098.86	365,680.00	365,680.00	365,680.00	4.01%
A.1010.103	OVERTIME	0.00	121.82	0.00	0.00	126.08	0.00	600.00	600.00	0.00%
A.1010.104	CSEA LONGEVITY PAY	0.00	0.00	250.00	250.00	0.00	250.00	250.00	250.00	0.00%
A.1010.200	OTHER EQUIPMENT	1,707.91	2,028.17	2,000.00	3,660.00	0.00	5,000.00	1,000.00	1,000.00	150.00%
A.1010.400	CONTRACTUAL SERVICES	25,289.30	27,605.85	55,770.00	93,270.00	61,754.63	62,788.00	64,488.00	64,488.00	12.58%
A.1010.401	TRAVEL EXPENSE	0.00	2,500.00	3,000.00	3,000.00	1,931.16	4,000.00	4,000.00	4,000.00	33.33%
A.1010.405	CHANNEL 20	4,725.90	1,225.00	5,000.00	5,000.00	0.00	4,683.00	4,683.00	4,683.00	-6.34%
A.1010.433	PERSONNEL TRAINING	225.00	761.51	2,100.00	2,100.00	1,204.50	2,950.00	3,550.00	3,550.00	40.48%
A.1010.440	REPAIRS TO EQUIPMENT	0.00	0.00	800.00	800.00	0.00	1,000.00	0.00	0.00	25.00%
A.1010.464	RECORDS MANAGEMENT	6,996.43	10,616.79	16,500.00	16,785.71	6,054.26	20,000.00	17,000.00	17,000.00	21.21%
A.1010.479	COMMON COUNCIL-CLERK.EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00	3,000.00	2,500.00	2,500.00	100.00%
A.1010.480	OFFICE EXPENSE	14,618.80	12,795.04	18,363.00	19,968.28	13,348.65	21,913.00	20,913.00	20,913.00	19.33%
A.1010.481	TELEPHONE EXPENSE	1,200.00	1,100.00	1,200.00	1,200.00	600.00	1,200.00	1,200.00	1,200.00	0.00%
A.1010.490	PRINTING	4,178.38	897.00	2,500.00	3,491.40	3,491.40	3,400.00	3,400.00	3,400.00	36.00%
Total Item 1010	COMMON COUNCIL-CLERK	410,927.20	422,849.45	459,066.00	501,108.39	381,609.54	497,864.00	491,264.00	491,264.00	8.45%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 1210	MAYOR									
A.1210.100	PERSONAL SERVICES	180,038.45	186,854.19	196,481.00	196,481.00	151,999.06	198,190.00	193,975.00	193,975.00	0.87%
A.1210.200	OTHER EQUIPMENT	0.00	0.00	1,000.00	1,000.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
A.1210.400	CONTRACTUAL SERVICES	2,700.17	52,488.67	2,750.00	2,750.00	1,368.80	0.00	2,750.00	2,750.00	-100.00%
A.1210.401	TRAVEL EXPENSE	825.73	2,965.36	5,000.00	5,000.00	3,424.99	5,000.00	5,000.00	5,000.00	0.00%
A.1210.479	EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00	2,000.00	2,750.00	2,750.00	100.00%
A.1210.480	OFFICE EXPENSE	2,134.94	2,243.38	2,650.00	2,650.00	1,997.87	3,100.00	2,650.00	2,650.00	16.98%
A.1210.481	TELEPHONE EXPENSE	0.00	1,200.00	1,200.00	1,200.00	0.00	1,200.00	1,200.00	1,200.00	0.00%
A.1210.495	MISCELLANEOUS	0.00	500.00	500.00	500.00	0.00	500.00	500.00	500.00	0.00%
A.1210.907	MAYOR.COVID-19	0.00	19,565.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Item 1210	MAYOR	185,699.29	265,817.16	209,581.00	209,581.00	158,790.72	210,990.00	209,825.00	209,825.00	0.67%

CITY OF MIDDLETOWN
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Type E	Expense									
Fund A	GENERAL FUND									
Item 1325	FINANCE DEPT									
A.1325.100	PERSONAL SERVICES	584,433.52	519,943.06	228,025.00	229,757.91	205,302.47	241,332.00	241,332.00	241,332.00	5.84%
A.1325.103	OVERTIME	0.00	0.00	1,500.00	1,500.00	62.81	1,500.00	1,500.00	1,500.00	0.00%
A.1325.104	CSEA LONGEVITY PAY	1,167.50	1,167.50	584.00	584.00	584.50	584.00	584.00	584.00	0.00%
A.1325.400	CONTRACTUAL SERVICES	12,312.00	1,866.06	5,100.00	5,100.00	4,652.22	2,295.00	2,295.00	2,295.00	-55.00%
A.1325.401	TRAVEL EXPENSE	0.00	1,602.62	1,100.00	1,900.00	2,963.03	2,600.00	2,600.00	2,600.00	136.36%
A.1325.433	PERSONNEL TRAINING	1,772.00	1,307.00	2,600.00	1,800.00	1,861.80	2,819.00	2,819.00	2,819.00	8.42%
A.1325.460	COLLECTION AGREEMENT	30,916.55	29,490.18	30,000.00	30,000.00	28,133.12	30,000.00	30,000.00	30,000.00	0.00%
A.1325.479	EQUIPMENT RENTAL	8,322.04	8,871.86	8,700.00	8,700.00	7,479.58	9,500.00	9,500.00	9,500.00	9.20%
A.1325.480	OFFICE EXPENSE	17,471.93	15,816.35	17,000.00	17,000.01	16,999.88	18,173.00	17,173.00	17,173.00	6.90%
Total Item 1325	FINANCE DEPT	656,395.54	580,064.63	294,609.00	296,341.92	268,039.41	308,803.00	307,803.00	307,803.00	4.82%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 1331	DATA PROCESSING									
A.1331.900	GENERAL EXPENSE	79,484.81	76,639.21	83,886.00	83,886.00	68,945.26	104,606.00	104,606.00	104,606.00	24.70%
Total Item 1331	DATA PROCESSING	79,484.81	76,639.21	83,886.00	83,886.00	68,945.26	104,606.00	104,606.00	104,606.00	24.70%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 1355	ASSESSOR									
A.1355.100	PERSONAL SERVICES	286,668.21	273,651.54	298,170.00	298,170.00	253,628.71	309,414.00	294,660.00	294,660.00	3.77%
A.1355.104	CSEA LONGEVITY PAY	500.00	500.00	750.00	750.00	500.00	250.00	250.00	250.00	-66.67%
A.1355.400	CONTRACTUAL SERVICES	9,804.72	10,085.32	27,050.00	24,050.00	12,704.36	27,100.00	22,100.00	22,100.00	0.18%
A.1355.401	TRAVEL EXPENSE	0.00	1,258.34	1,300.00	1,300.00	345.00	1,700.00	1,700.00	1,700.00	30.77%
A.1355.403	BOARD OF ASSESSMENT	1,500.00	1,250.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	0.00%
A.1355.408	ASSESSOR.FOOTWARE ALLOWANCE	0.00	0.00	0.00	0.00	70.00	750.00	250.00	250.00	100.00%
A.1355.433	PERSONNEL TRAINING	420.00	570.00	2,000.00	2,000.00	1,456.00	2,000.00	2,000.00	2,000.00	0.00%
A.1355.479	EQUIPMENT RENTAL	2,912.32	2,206.19	3,120.00	3,120.00	1,890.70	3,120.00	2,620.00	2,620.00	0.00%
A.1355.480	OFFICE EXPENSE	4,978.30	5,176.91	6,150.00	9,177.43	5,490.41	10,150.00	10,150.00	10,150.00	65.04%
Total Item 1355	ASSESSOR	306,783.55	294,698.30	340,040.00	340,067.43	277,585.18	355,984.00	335,230.00	335,230.00	4.69%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 1362	TAX SALE EXPENSE									
A.1362.900	GENERAL EXPENSE	159.56	42,178.53	38,600.00	38,600.00	35,691.74	38,600.00	38,600.00	38,600.00	0.00%
Total Item 1362	TAX SALE EXPENSE	159.56	42,178.53	38,600.00	38,600.00	35,691.74	38,600.00	38,600.00	38,600.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 1420	CORPORATION COUNSEL									
A.1420.100	PERSONAL SERVICES	148,091.39	195,458.82	201,998.00	201,998.00	166,321.76	205,414.00	205,414.00	205,414.00	1.69%
A.1420.103	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	2,000.00	0.00%
A.1420.210	OFFICE EQUIPMENT	0.00	0.00	1,000.00	1,000.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
A.1420.433	PERSONNEL TRAINING	0.00	0.00	500.00	500.00	0.00	500.00	500.00	500.00	0.00%
A.1420.479	EQUIPMENT RENTAL	1,785.22	2,209.34	1,500.00	1,500.00	1,344.54	1,500.00	1,500.00	1,500.00	0.00%
A.1420.480	OFFICE EXPENSE	1,388.66	1,333.99	2,000.00	2,000.00	2,020.64	2,000.00	2,000.00	2,000.00	0.00%
A.1420.488	CORPORATION COUNSEL.GRIEVANCES & ARBITR	2,400.00	34.70	15,000.00	55,000.00	41,879.45	15,000.00	20,000.00	20,000.00	0.00%
A.1420.489	LITIGATION EXPENSE	77,345.21	60,187.24	53,600.00	73,600.00	72,717.11	70,000.00	70,000.00	70,000.00	30.60%
Total Item 1420	CORPORATION COUNSEL	231,010.48	259,224.09	275,598.00	335,598.00	284,283.50	295,414.00	302,414.00	302,414.00	7.19%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 1430	CIVIL SERVICE									
A.1430.100	PERSONAL SERVICES	105,143.71	113,782.40	112,797.00	112,797.00	99,382.28	115,827.00	122,615.00	122,615.00	2.69%
A.1430.400	CONTRACTUAL SERVICES	8,399.60	9,894.60	9,375.00	9,375.00	8,810.00	9,500.00	9,500.00	9,500.00	1.33%
A.1430.401	TRAVEL EXPENSE	0.00	1,131.18	1,500.00	1,500.00	0.00	1,400.00	1,400.00	1,400.00	-6.67%
A.1430.479	EQUIPMENT RENTAL	1,345.77	998.14	1,700.00	1,700.00	1,019.45	1,700.00	1,500.00	1,500.00	0.00%
A.1430.480	OFFICE EXPENSE	1,711.91	2,098.38	1,500.00	1,500.00	1,439.67	1,500.00	1,500.00	1,500.00	0.00%
A.1430.490	PRINTING	0.00	400.00	500.00	500.00	298.00	500.00	500.00	500.00	0.00%
Total Item 1430	CIVIL SERVICE	116,600.99	128,304.70	127,372.00	127,372.00	110,949.40	130,427.00	137,015.00	137,015.00	2.40%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 1440	ENGINEER									
A.1440.400	CONTRACTUAL SERVICES	0.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00	-100.00%
Total Item 1440	ENGINEER	0.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00	-100.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 1490	PUBLIC WORKS ADMIN									
A.1490.100	PERSONAL SERVICES	854,625.95	976,217.08	989,259.00	989,259.00	786,239.78	1,017,629.00	1,017,100.00	1,017,100.00	2.87%
A.1490.103	OVERTIME	8,221.17	14,063.49	17,000.00	17,000.00	9,479.85	17,500.00	17,000.00	17,000.00	2.94%
A.1490.104	CSEA LONGEVITY PAY	750.00	1,000.00	1,000.00	1,000.00	500.00	750.00	750.00	750.00	-25.00%
A.1490.200	OTHER EQUIPMENT	761.97	1,939.42	2,000.00	9,000.00	7,229.98	5,000.00	2,000.00	2,000.00	150.00%
A.1490.400	CONTRACTUAL SERVICES	118,791.04	102,446.81	58,540.00	102,223.28	64,434.10	64,140.00	62,140.00	62,140.00	9.57%
A.1490.401	TRAVEL EXPENSE	519.83	1,142.85	2,000.00	2,000.00	1,732.78	3,500.00	2,500.00	2,500.00	75.00%
A.1490.413	LABOR NEGOTIATIONS	0.00	0.00	0.00	0.00	2,752.50	0.00	0.00	0.00	0.00%
A.1490.433	PERSONNEL TRAINING	5,161.18	3,895.00	7,000.00	7,000.00	6,850.48	8,000.00	7,500.00	7,500.00	14.29%
A.1490.479	EQUIPMENT RENTAL	3,563.59	5,647.74	6,000.00	6,000.00	6,223.65	7,000.00	6,500.00	6,500.00	16.67%
A.1490.480	OFFICE EXPENSE	28,291.61	21,447.04	30,680.00	33,140.92	22,845.73	33,365.00	31,865.00	31,865.00	8.75%
A.1490.481	TELEPHONE EXPENSE	38,466.76	37,824.14	41,860.00	42,293.33	33,528.24	44,560.00	44,560.00	44,560.00	6.45%
Total Item 1490	PUBLIC WORKS ADMIN	1,059,153.10	1,165,623.57	1,155,339.00	1,208,916.53	941,817.09	1,201,444.00	1,191,915.00	1,191,915.00	3.99%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 1620	MAINTENANCE DEPT									
A.1620.100	PERSONAL SERVICES	65,855.52	65,603.20	65,603.00	65,603.00	59,428.83	71,157.00	71,157.00	71,157.00	8.47%
A.1620.103	OVERTIME	118.28	402.14	550.00	550.00	399.60	600.00	550.00	550.00	9.09%
A.1620.104	CSEA LONGEVITY PAY	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	0.00%
A.1620.200	OTHER EQUIPMENT	3,003.98	51,998.96	3,000.00	22,997.50	19,552.50	6,000.00	3,000.00	3,000.00	100.00%
A.1620.201	MAINTENANCE DEPT.VEHICLES	15,055.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A.1620.415	LIGHT & HEAT	241,102.22	278,759.37	299,412.00	344,690.54	238,443.28	368,800.00	366,800.00	366,800.00	23.17%
A.1620.417	GAS & OIL	12,526.95	15,827.43	17,124.00	21,544.50	5,016.80	17,124.00	15,000.00	15,000.00	0.00%
A.1620.440	REPAIRS TO EQUIPMENT	19,022.20	20,293.33	21,500.00	21,724.04	8,240.69	21,500.00	21,500.00	21,500.00	0.00%
A.1620.450	MATERIALS & SUPPLIES	17,396.43	14,690.28	22,000.00	22,980.01	19,328.55	29,000.00	27,000.00	27,000.00	31.82%
A.1620.453	PAVING & DRAINAGE	4,054.27	0.00	4,000.00	4,000.00	0.00	4,000.00	4,000.00	4,000.00	0.00%
A.1620.470	REPAIRS TO BUILDING	278,352.84	227,028.75	138,750.00	253,203.15	149,267.61	149,250.00	121,250.00	121,250.00	7.57%
A.1620.474	RENTAL-PARKING LOTS	6,000.00	57,485.31	33,000.00	33,000.00	5,000.00	33,000.00	27,000.00	27,000.00	0.00%
A.1620.476	TRAFFIC SYSTEMS	16,384.83	11,091.23	22,000.00	22,162.94	5,963.29	22,000.00	22,000.00	22,000.00	0.00%
A.1620.477	TRAFFIC PAINT & SIGNS	60,532.06	65,438.97	56,000.00	56,000.00	35,481.32	56,000.00	56,000.00	56,000.00	0.00%
Total Item 1620	MAINTENANCE DEPT	740,655.50	809,868.97	684,189.00	869,705.68	547,372.47	779,681.00	736,507.00	736,507.00	13.96%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 1900	SPECIAL ITEMS									
A.1900.481	TELEPHONE EXPENSE	53,672.69	52,115.51	55,000.00	55,000.00	45,651.41	55,000.00	55,000.00	55,000.00	0.00%
A.1900.907	SPECIAL ITEMS.COVID-19	62,703.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A.1900.910	LIABILITY INS - PREMIUM	1,028,617.76	1,070,757.92	1,121,861.00	1,121,861.00	1,112,192.76	1,200,000.00	1,132,800.00	1,132,800.00	6.97%
A.1900.915	LIABILITY INS - CLAIMS	43,712.84	59,311.74	75,000.00	75,000.00	26,705.92	80,000.00	80,000.00	80,000.00	6.67%
A.1900.920	DUES & MEMBERSHIPS	7,489.00	7,115.00	8,000.00	8,000.00	7,303.00	8,500.00	8,500.00	8,500.00	6.25%
A.1900.950	TAXES ON CITY PROPERTY	84,061.43	44,105.97	87,000.00	87,000.00	32,754.52	90,000.00	90,000.00	90,000.00	3.45%
A.1900.964	REFUND & CANCELLATION TX	40,681.83	126,206.95	100,000.00	100,000.00	26,294.10	100,000.00	90,000.00	90,000.00	0.00%
A.1900.991	APPRAISAL OF PROPERTY	0.00	0.00	3,000.00	1,000.00	0.00	3,000.00	3,000.00	3,000.00	0.00%
A.1900.996	FEMA	0.00	0.00	0.00	41,308.00	0.00	0.00	0.00	0.00	0.00%
A.1900.997	FEMA SMALL PROJECTS	0.00	0.00	0.00	248,726.40	0.00	0.00	0.00	0.00	0.00%
A.1900.998	FEMA LARGE PROJECTS	0.00	0.00	0.00	892.64	0.00	0.00	0.00	0.00	0.00%
Total Item 1900	SPECIAL ITEMS	1,320,939.26	1,359,613.09	1,449,861.00	1,738,788.04	1,250,901.71	1,536,500.00	1,459,300.00	1,459,300.00	5.98%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 1930	JUDGMENT & CLAIMS									
A.1930.930	JUDGMENTS & CLAIMS	0.00	0.00	20,000.00	10,000.00	0.00	20,000.00	20,000.00	20,000.00	0.00%
Total Item 1930	JUDGMENT & CLAIMS	0.00	0.00	20,000.00	10,000.00	0.00	20,000.00	20,000.00	20,000.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 1940	PURCHASE OF LAND									
A.1940.900	GENERAL EXPENSE	3,431.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A.1940.908	GRANT FUNDED	0.00	0.00	0.00	466,920.70	5,327.00	0.00	0.00	0.00	0.00%
Total Item 1940	PURCHASE OF LAND	3,431.30	0.00	0.00	466,920.70	5,327.00	0.00	0.00	0.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 3010	PUBLIC SAFETY PROGRAM									
A.3010.408	FOOTWARE ALLOWANCE	8,100.00	8,640.00	7,200.00	7,200.00	9,360.00	7,200.00	10,000.00	10,000.00	0.00%
A.3010.409	CLOTHING ALLOWANCE	4,597.50	2,344.88	7,000.00	7,000.00	0.00	7,000.00	4,200.00	4,200.00	0.00%
A.3010.462	CDL LICENSE	0.00	0.00	650.00	650.00	0.00	650.00	650.00	650.00	0.00%
A.3010.463	SAFETY & HEALTH	910.00	1,524.00	2,500.00	2,640.00	1,360.00	2,500.00	2,500.00	2,500.00	0.00%
A.3010.465	DRUG TESTING	2,422.00	2,982.00	3,000.00	3,200.00	2,240.00	3,000.00	3,000.00	3,000.00	0.00%
Total Item 3010	PUBLIC SAFETY PROGRAM	16,029.50	15,490.88	20,350.00	20,690.00	12,960.00	20,350.00	20,350.00	20,350.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 3120	POLICE DEPT									
A.3120.06	POLICE DEPT..USE OF POLICE DONATION	0.00	0.00	0.00	4,000.00	15,450.00	0.00	0.00	0.00	0.00%
A.3120.100	PERSONAL SERVICES	8,248,982.60	8,185,283.24	8,724,091.00	8,827,588.01	7,239,339.43	9,743,662.00	9,684,998.00	9,684,998.00	11.69%
A.3120.103	OVERTIME	954,401.17	739,425.49	800,000.00	800,000.00	712,084.36	900,000.00	800,000.00	800,000.00	12.50%
A.3120.104	CSEA LONGEVITY PAY	2,000.00	1,750.00	2,250.00	2,250.00	500.00	2,750.00	2,750.00	2,750.00	22.22%
A.3120.108	207C-POLICE	87,867.31	92,466.76	91,248.00	91,248.00	100,793.14	0.00	0.00	0.00	-100.00%
A.3120.110	PART-TIME OFFICERS	13,335.00	550.00	26,000.00	26,000.00	0.00	26,000.00	26,000.00	26,000.00	0.00%
A.3120.200	OTHER EQUIPMENT	49,889.38	58,458.08	26,725.00	92,318.04	35,815.06	53,600.00	50,000.00	50,000.00	100.56%
A.3120.201	VEHICLES	0.00	179,266.96	0.00	143,412.92	114,019.44	0.00	0.00	0.00	0.00%
A.3120.208	EQUIP-DRUG ENFORCEMENT	31,750.38	34,746.71	35,000.00	35,582.97	28,000.00	35,000.00	35,000.00	35,000.00	0.00%
A.3120.400	CONTRACTUAL SERVICES	123,865.44	528,413.45	354,803.00	407,283.57	224,625.98	377,889.00	377,889.00	377,889.00	6.51%
A.3120.401	TRAVEL EXPENSE	1,542.94	1,200.83	2,000.00	2,000.00	1,327.56	2,000.00	2,000.00	2,000.00	0.00%
A.3120.406	CANINE CARE	11,921.08	15,012.08	14,920.00	15,922.55	10,654.10	13,000.00	11,500.00	11,500.00	-12.87%
A.3120.408	POLICE DEPT.FOOTWARE ALLOWANCE	0.00	0.00	0.00	0.00	250.00	0.00	0.00	0.00	0.00%
A.3120.410	UNIFORM ALLOWANCE	201,680.63	213,173.83	220,350.00	230,100.00	155,477.62	222,500.00	222,500.00	222,500.00	0.98%
A.3120.417	GAS & OIL	90,282.34	123,942.25	158,550.00	158,550.00	95,176.69	158,550.00	151,550.00	151,550.00	0.00%
A.3120.430	OSHA REQUIREMENTS	1,028.00	848.00	1,250.00	1,250.00	0.00	0.00	1,250.00	1,250.00	-100.00%
A.3120.431	CHEMICAL ANALYSIS	3,243.00	2,400.00	3,200.00	3,200.00	2,928.00	3,200.00	3,200.00	3,200.00	0.00%
A.3120.432	BACKGROUND INVESTIGATION	7,191.50	9,805.50	3,000.00	6,000.00	5,610.00	6,000.00	6,000.00	6,000.00	100.00%
A.3120.433	PERSONNEL TRAINING	31,791.64	30,156.91	44,300.00	50,355.00	36,001.19	44,550.00	38,100.00	38,100.00	0.56%
A.3120.435	COLLEGE PROGRAM	8,674.94	11,393.64	6,500.00	37,219.93	7,398.35	6,500.00	6,500.00	6,500.00	0.00%
A.3120.440	REPAIRS TO EQUIPMENT	98,881.33	116,569.71	119,700.00	134,213.11	86,103.36	119,700.00	119,700.00	119,700.00	0.00%
A.3120.450	MATERIALS & SUPPLIES	46,325.61	61,244.44	72,777.00	79,597.87	43,934.03	75,527.00	75,527.00	75,527.00	3.78%
A.3120.454	TAXI INSPECTION PERMITS	625.00	0.00	600.00	600.00	0.00	600.00	600.00	600.00	0.00%
A.3120.468	DARE EXPENSE	6,064.95	13,978.58	17,700.00	31,700.00	27,233.49	17,700.00	14,700.00	14,700.00	0.00%
A.3120.470	REPAIRS TO BUILDING	6,229.38	11,638.34	18,700.00	20,001.62	4,578.51	30,200.00	10,200.00	10,200.00	61.50%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 3120	POLICE DEPT									
A.3120.479	EQUIPMENT RENTAL	9,057.23	9,149.04	9,568.00	9,727.97	9,369.13	9,568.00	9,568.00	9,568.00	0.00%
A.3120.480	OFFICE EXPENSE	29,523.11	32,234.91	31,409.00	32,250.95	26,536.01	28,700.00	27,700.00	27,700.00	-8.62%
A.3120.481	TELEPHONE EXPENSE	26,176.63	28,315.47	27,500.00	27,648.85	16,906.12	27,500.00	26,000.00	26,000.00	0.00%
A.3120.501	POLICE COMMISSION EXPENSE	7,489.76	24,343.88	22,500.00	41,923.89	15,974.64	22,500.00	17,500.00	17,500.00	0.00%
A.3120.507	NEIGHBORHOOD WATCH GROUP	0.00	0.00	500.00	500.00	0.00	500.00	500.00	500.00	0.00%
A.3120.525	POLICE DEPT.SAFE SUMMER YOUTH ENGAGEMENT	5,370.62	32,271.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A.3120.526	POLICE DEPT. OTHER SAFE SUMMER YOUTH ENGAGEMENT	0.00	24,964.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Item 3120	POLICE DEPT	10,105,190.97	10,583,003.37	10,835,141.00	11,312,445.25	9,016,086.21	11,927,696.00	11,721,232.00	11,721,232.00	10.08%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 3124	POLICE TRAFFICE SERVICES									
A.3124.103	POLICE TRAFFIC SERVICES.OVERTIME	13,618.12	16,326.76	0.00	14,875.00	14,930.95	0.00	17,275.00	17,275.00	0.00%
Total Item 3124	POLICE TRAFFICE SERVICES	13,618.12	16,326.76	0.00	14,875.00	14,930.95	0.00	17,275.00	17,275.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 3125	IMPACT GRANT									
A.3125.103	IMPACT GRANT.OVERTIME	0.00	0.00	0.00	0.00	627.69	0.00	0.00	0.00	0.00%
Total Item 3125	IMPACT GRANT	0.00	0.00	0.00	0.00	627.69	0.00	0.00	0.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 3126	STOP DWI CRACKDOWN ENFORCEMENT GRANT									
A.3126.103	OVERTIME	2,980.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Item 3126	STOP DWI CRACKDOWN ENFORCEMENT GRANT	2,980.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 3127	GUN INDUCED VIOLENCE ELIMINATION GRANT									
A.3127.103	GUN INDUCED VIOLENCE ELIMINATION GRANT.OVERTIME	0.00	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100,000.00	0.00%
Total Item 3127	GUN INDUCED VIOLENCE ELIMINATION GRANT	0.00	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100,000.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 3133	JAG GRANT									
A.3133.103	JAG GRANT.OVERTIME	0.00	0.00	0.00	0.00	234.50	0.00	0.00	0.00	0.00%
Total Item 3133	JAG GRANT	0.00	0.00	0.00	0.00	234.50	0.00	0.00	0.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 3135	EXPLOSIVE DETECTION CANINE TEAM GRANT									
A.3135.200	OTHER EQUIPMENT	4,935.35	348.00	0.00	50,031.14	50,031.14	0.00	0.00	0.00	0.00%
Total Item 3135	EXPLOSIVE DETECTION CANINE TEAM GRANT	4,935.35	348.00	0.00	50,031.14	50,031.14	0.00	0.00	0.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 3137	G.I.V.E. III & IV GRANT									
A.3137.103	G.I.V.E. III & IV GRANT.OVERTIME	12,016.82	15,482.35	0.00	3,137.04	50,326.88	0.00	0.00	0.00	0.00%
Total Item 3137	G.I.V.E. III & IV GRANT	12,016.82	15,482.35	0.00	3,137.04	50,326.88	0.00	0.00	0.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 3138	STATE HOMELAND SECURITY GRANT-K9									
A.3138.200	SHSP GRANT-K9 EQUIPMENT	0.00	0.00	0.00	33.24	0.00	0.00	0.00	0.00	0.00%
Total Item 3138	STATE HOMELAND SECURITY GRANT-K9	0.00	0.00	0.00	33.24	0.00	0.00	0.00	0.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 3140	FED REIMB-LOCAL POL OPER									
A.3140.103	OVERTIME	5,416.53	5,347.21	0.00	0.00	4,830.05	0.00	0.00	0.00	0.00%
Total Item 3140	FED REIMB-LOCAL POL OPER	5,416.53	5,347.21	0.00	0.00	4,830.05	0.00	0.00	0.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 3141	STOP DWI									
A.3141.103	OVERTIME	10,498.51	14,742.11	0.00	11,854.00	12,954.29	0.00	0.00	0.00	0.00%
Total Item 3141	STOP DWI	10,498.51	14,742.11	0.00	11,854.00	12,954.29	0.00	0.00	0.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 3144	USPCA AKC REUNITE K9 GRANT									
A.3144.200	USPCA AKC REUNITE K9 GRANT.OTHER EQUIPMENT	0.00	0.00	0.00	7,500.00	7,500.00	0.00	0.00	0.00	0.00%
Total Item 3144	USPCA AKC REUNITE K9 GRANT	0.00	0.00	0.00	7,500.00	7,500.00	0.00	0.00	0.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 3146	DIVISION OF CRIMINAL JUSTICE SERVICES GR									
A.3146.900	DIVISION OF CRIMINAL JUSTICE SVCS GRANT.GENERAL EXPENSE	0.00	0.00	0.00	75,000.00	15,481.92	0.00	0.00	0.00	0.00%
Total Item 3146	DIVISION OF CRIMINAL JUSTICE SERVICES GR	0.00	0.00	0.00	75,000.00	15,481.92	0.00	0.00	0.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 3189	CHILD PASSENGER SAFETY									
A.3189.450	MATERIALS & SUPPLIES	2,423.31	0.00	0.00	2,912.69	852.87	0.00	4,927.00	4,927.00	0.00%
Total Item 3189	CHILD PASSENGER SAFETY	2,423.31	0.00	0.00	2,912.69	852.87	0.00	4,927.00	4,927.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 3410	FIRE DEPT									
A.3410.100	PERSONAL SERVICES	1,984,681.18	2,045,460.64	2,221,197.00	2,221,197.00	1,748,077.05	2,479,252.00	2,122,336.00	2,122,336.00	11.62%
A.3410.103	OVERTIME	353,652.16	304,907.35	350,000.00	350,000.00	275,495.32	350,000.00	350,000.00	350,000.00	0.00%
A.3410.106	OVERTIME-FIRE INSPECTOR	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	5,000.00	0.00%
A.3410.111	207A-RETIREE	113,723.66	110,402.18	152,133.00	152,133.00	41,023.74	62,000.00	30,000.00	30,000.00	-59.25%
A.3410.200	OTHER EQUIPMENT	8,346.72	20,011.74	4,500.00	9,500.00	8,636.14	25,500.00	15,500.00	15,500.00	466.67%
A.3410.202	PERSONAL PROTECTIVE EQUIPMENT	25,434.27	43,472.16	55,500.00	62,679.73	13,396.08	67,500.00	51,500.00	51,500.00	21.62%
A.3410.204	RADIO SYSTEMS	26,174.74	7,854.02	13,500.00	22,119.13	14,250.47	13,500.00	13,500.00	13,500.00	0.00%
A.3410.207	EQUIPMENT-HOSE	265.00	4,163.96	10,000.00	13,980.00	0.00	10,000.00	10,000.00	10,000.00	0.00%
A.3410.220	UNIFORMS	2,891.50	2,216.50	4,000.00	5,713.00	1,246.84	4,000.00	4,000.00	4,000.00	0.00%
A.3410.400	CONTRACTUAL SERVICES	45,355.41	29,054.34	43,900.00	44,081.80	17,295.08	40,300.00	5,300.00	5,300.00	-8.20%
A.3410.401	TRAVEL EXPENSE	41,500.00	45,100.00	48,700.00	48,700.00	40,583.50	52,300.00	52,300.00	52,300.00	7.39%
A.3410.410	UNIFORM ALLOWANCE	16,479.17	16,425.00	19,025.00	19,025.00	10,575.00	19,025.00	19,025.00	19,025.00	0.00%
A.3410.417	GAS & OIL	29,020.52	41,680.81	40,000.00	41,532.10	27,835.45	45,000.00	45,000.00	45,000.00	12.50%
A.3410.433	PERSONNEL TRAINING	9,748.50	1,645.00	6,000.00	6,000.00	3,970.00	27,000.00	12,000.00	12,000.00	350.00%
A.3410.436	TESTING OF EQUIPMENT	31,613.12	33,301.18	39,700.00	41,345.00	15,358.58	40,100.00	19,100.00	19,100.00	1.01%
A.3410.440	REPAIRS TO EQUIPMENT	63,595.80	77,392.09	100,000.00	114,672.50	82,090.38	100,000.00	106,000.00	106,000.00	0.00%
A.3410.450	MATERIALS & SUPPLIES	7,801.26	6,845.07	10,500.00	11,126.97	5,550.66	11,000.00	11,000.00	11,000.00	4.76%
A.3410.479	FIRE DEPT.EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00	4,000.00	4,000.00	4,000.00	100.00%
A.3410.480	OFFICE EXPENSE	7,907.29	6,989.08	10,500.00	11,354.55	5,131.42	10,000.00	9,000.00	9,000.00	-4.76%
A.3410.481	TELEPHONE EXPENSE	7,846.74	7,799.78	8,000.00	8,000.00	6,493.27	8,000.00	8,000.00	8,000.00	0.00%
A.3410.491	FIRE POLICE	2,974.53	4,982.00	5,000.00	5,800.00	2,478.85	6,000.00	6,000.00	6,000.00	20.00%
A.3410.492	FIRE RECOGNITION	13,385.85	8,795.00	30,000.00	30,000.00	15,651.21	16,000.00	16,000.00	16,000.00	-46.67%
A.3410.493	TRAINING FIELD IMPROVE	8,305.92	3,336.51	20,000.00	22,900.00	4,157.75	20,000.00	10,000.00	10,000.00	0.00%
A.3410.494	PERSONNEL EDUC PAID MEN	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	5,000.00	0.00%
A.3410.495	MISCELLANEOUS	2,960.18	1,607.15	3,000.00	3,000.00	2,399.34	3,000.00	3,000.00	3,000.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 3410	FIRE DEPT									
A.3410.496	PERSONNEL TRAINING VOL	8,138.13	2,072.91	15,000.00	15,000.00	6,877.34	15,000.00	12,000.00	12,000.00	0.00%
A.3410.497	FIRE PREVENTION PROGRAM	10,869.84	8,978.90	9,000.00	10,698.25	4,087.93	9,000.00	9,000.00	9,000.00	0.00%
A.3410.500	PHYSICAL EXAMS	17,905.00	17,135.00	21,000.00	21,000.00	350.00	22,000.00	20,000.00	20,000.00	4.76%
A.3410.506	FIRE PREVENTION-PAID MEN	999.50	1,000.00	1,000.00	1,000.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
Total Item 3410	FIRE DEPT	2,841,575.99	2,852,628.37	3,251,155.00	3,302,558.03	2,353,011.40	3,470,477.00	2,974,561.00	2,974,561.00	6.75%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 3420	FIRE STATIONS									
A.3420.415	LIGHT & HEAT	42,141.43	41,875.34	60,000.00	60,000.00	37,628.81	60,000.00	50,000.00	50,000.00	0.00%
A.3420.450	MATERIALS & SUPPLIES	6,282.16	5,485.33	8,000.00	8,000.00	3,467.61	8,000.00	7,000.00	7,000.00	0.00%
Total Item 3420	FIRE STATIONS	48,423.59	47,360.67	68,000.00	68,000.00	41,096.42	68,000.00	57,000.00	57,000.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 5110	STREET MAINTENANCE									
A.5110.100	PERSONAL SERVICES	888,559.30	946,802.02	995,299.00	995,299.00	792,304.98	1,073,425.00	1,025,460.00	1,025,460.00	7.85%
A.5110.103	OVERTIME	21,469.56	9,207.37	22,100.00	22,100.00	7,598.59	22,700.00	22,100.00	22,100.00	2.71%
A.5110.104	CSEA LONGEVITY PAY	4,500.00	3,250.00	3,250.00	3,250.00	3,000.00	3,750.00	2,250.00	2,250.00	15.38%
A.5110.200	OTHER EQUIPMENT	23,983.00	70,879.71	6,500.00	6,500.00	1,664.94	6,500.00	4,000.00	4,000.00	0.00%
A.5110.401	TRAVEL EXPENSE	45.04	114.84	150.00	150.00	129.66	150.00	150.00	150.00	0.00%
A.5110.417	GAS & OIL	74,936.16	128,273.25	141,400.00	149,949.72	80,473.69	141,400.00	131,400.00	131,400.00	0.00%
A.5110.440	REPAIRS TO EQUIPMENT	98,832.51	112,578.49	113,000.00	122,747.64	122,417.99	132,000.00	132,000.00	132,000.00	16.81%
A.5110.450	MATERIALS & SUPPLIES	146,729.63	122,436.62	140,445.00	141,076.73	136,045.51	150,445.00	145,445.00	145,445.00	7.12%
A.5110.453	PAVING & DRAINAGE	5,067.84	106,473.50	5,000.00	5,000.00	0.00	5,000.00	5,000.00	5,000.00	0.00%
A.5110.472	NYSERDA GRANT: TREE PLANTING	0.00	0.00	0.00	5,000.00	4,627.59	0.00	0.00	0.00	0.00%
A.5110.473	LOT CREW - MTLs & SUPPLY	6,926.29	3,861.14	5,000.00	5,000.00	2,275.62	2,500.00	2,500.00	2,500.00	-50.00%
A.5110.479	EQUIPMENT RENTAL	1,336.11	147.12	5,000.00	5,000.00	0.00	5,000.00	5,000.00	5,000.00	0.00%
Total Item 5110	STREET MAINTENANCE	1,272,385.44	1,504,024.06	1,437,144.00	1,461,073.09	1,150,538.57	1,542,870.00	1,475,305.00	1,475,305.00	7.36%

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		Actual	Actual	2023 Budget	2023 Budget	Actual Per 1-12	PROPOSED Stage	REVISED Stage	APPROVED Stage	PROPOSED Stage
Type E	Expense									
Fund A	GENERAL FUND									
Item 5142	SNOW & ICE CONTROL									
A.5142.103	OVERTIME	101,164.01	115,278.55	141,500.00	141,500.00	39,953.10	155,000.00	141,500.00	141,500.00	9.54%
A.5142.200	OTHER EQUIPMENT	0.00	0.00	10,000.00	10,000.00	0.00	10,000.00	7,000.00	7,000.00	0.00%
A.5142.417	GAS & OIL	5,967.93	4,366.41	10,000.00	10,807.30	866.16	10,000.00	8,000.00	8,000.00	0.00%
A.5142.440	REPAIRS TO EQUIPMENT	13,305.89	40,691.87	44,000.00	44,000.00	4,140.67	44,000.00	44,000.00	44,000.00	0.00%
A.5142.450	MATERIALS & SUPPLIES	282,752.23	316,770.41	346,000.00	356,545.81	241,293.86	346,000.00	341,000.00	341,000.00	0.00%
A.5142.479	EQUIPMENT RENTAL	0.00	0.00	5,500.00	5,500.00	0.00	5,500.00	3,000.00	3,000.00	0.00%
Total Item 5142	SNOW & ICE CONTROL	403,190.06	477,107.24	557,000.00	568,353.11	286,253.79	570,500.00	544,500.00	544,500.00	2.42%

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		Actual	Actual	2023 Budget	2023 Budget	Actual Per 1-12	PROPOSED Stage	REVISED Stage	APPROVED Stage	PROPOSED Stage
Type E	Expense									
Fund A	GENERAL FUND									
Item 5182	STREET LIGHTING									
A.5182.900	GENERAL EXPENSE	132,697.37	182,181.60	171,100.00	206,908.24	159,820.57	219,100.00	197,100.00	197,100.00	28.05%
Total Item 5182	STREET LIGHTING	132,697.37	182,181.60	171,100.00	206,908.24	159,820.57	219,100.00	197,100.00	197,100.00	28.05%

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		Actual	Actual	2023	2023	Actual	PROPOSED	REVISED	APPROVED	PROPOSED
				Budget	Budget	Per 1-12	Stage	Stage	Stage	Stage
Type E	Expense									
Fund A	GENERAL FUND									
Item 6200	ECONOMIC DEVELOPMENT									
A.6200.10	ECONOMIC DEVELOPMENT DRI FACADE	0.00	0.00	0.00	0.00	165.00	0.00	0.00	0.00	0.00%
A.6200.100	PERSONAL SERVICES	135,265.77	113,189.80	125,182.00	125,182.00	74,242.45	125,185.00	125,185.00	125,185.00	0.00%
A.6200.201	VEHICLES	0.00	206,857.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A.6200.400	CONTRACTUAL SERVICES	37,241.98	68,578.42	41,100.00	101,100.00	79,090.13	81,250.00	38,750.00	38,750.00	97.69%
A.6200.401	TRAVEL EXPENSE	0.00	369.12	3,500.00	3,500.00	170.00	3,500.00	2,500.00	2,500.00	0.00%
Total Item 6200	ECONOMIC DEVELOPMENT	172,507.75	388,994.34	169,782.00	229,782.00	153,667.58	209,935.00	166,435.00	166,435.00	23.65%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 6510	VETERANS SERVICE AGENCY									
A.6510.900	VETERENS SERVICE AGENCY	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00%
Total Item 6510	VETERANS SERVICE AGENCY	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 6772	SENIOR CITIZENS PROGRAMS									
A.6772.05	SENIOR CITIZENS PROGRAMS..USE OF SENIOR DONATIONS	0.00	3,895.50	0.00	104.50	0.00	0.00	0.00	0.00	0.00%
A.6772.100	PERSONAL SERVICES	152,356.54	153,702.71	175,353.00	175,353.00	136,702.10	191,167.00	183,257.00	183,257.00	9.02%
A.6772.103	OVERTIME	274.92	248.62	500.00	500.00	98.69	500.00	500.00	500.00	0.00%
A.6772.400	CONTRACTUAL SERVICES	8,490.66	11,584.47	74,300.00	14,300.00	9,944.50	11,350.00	11,350.00	11,350.00	-84.72%
A.6772.401	TRAVEL EXPENSE	47.69	0.00	400.00	400.00	0.00	400.00	400.00	400.00	0.00%
A.6772.402	SHUTTLE BUS	102,262.00	107,862.00	89,868.00	89,868.00	67,401.00	58,143.00	69,889.00	69,889.00	-35.30%
A.6772.415	LIGHT & HEAT	13,287.05	20,270.99	25,000.00	25,000.00	16,464.68	35,000.00	30,000.00	30,000.00	40.00%
A.6772.440	REPAIRS TO EQUIPMENT	1,230.95	0.00	1,000.00	1,000.00	305.73	1,500.00	500.00	500.00	50.00%
A.6772.450	MATERIALS & SUPPLIES	2,914.92	4,910.81	5,500.00	6,500.00	4,879.02	6,000.00	5,000.00	5,000.00	9.09%
A.6772.467	SENIOR CITIZENS PROGRAMS.SENIOR TRIPS	0.00	20,682.72	35,000.00	67,500.00	67,065.55	70,000.00	70,000.00	70,000.00	100.00%
A.6772.479	SENIOR CITIZENS PROGRAMS.EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00	3,000.00	3,000.00	3,000.00	100.00%
A.6772.480	OFFICE EXPENSE	740.64	1,412.94	1,000.00	1,000.00	28.74	1,500.00	1,000.00	1,000.00	50.00%
A.6772.481	TELEPHONE EXPENSE	0.00	17.46	250.00	250.00	0.00	250.00	250.00	250.00	0.00%
A.6772.495	MISCELLANEOUS	0.00	446.50	500.00	500.00	150.00	500.00	500.00	500.00	0.00%
Total Item 6772	SENIOR CITIZENS PROGRAMS	281,605.37	325,034.72	408,671.00	382,275.50	303,040.01	379,310.00	375,646.00	375,646.00	-7.18%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 7010	PARAMOUNT/CULTURAL AFF									
A.7010.100	PERSONAL SERVICES	107,551.12	106,219.22	125,322.00	125,322.00	96,960.91	127,020.00	127,020.00	127,020.00	1.35%
A.7010.200	OTHER EQUIPMENT	11,338.76	14,699.46	7,000.00	7,000.00	5,333.44	7,000.00	7,000.00	7,000.00	0.00%
A.7010.400	CONTRACTUAL SERVICES	32,764.11	34,263.65	29,600.00	29,600.00	22,846.56	29,800.00	29,800.00	29,800.00	0.68%
A.7010.440	REPAIRS TO EQUIPMENT	3,356.33	5,000.00	10,000.00	10,000.00	4,317.10	10,000.00	9,000.00	9,000.00	0.00%
A.7010.442	CONCESSION EXPENSE	3,607.95	7,312.03	10,000.00	10,000.00	4,270.35	10,000.00	9,000.00	9,000.00	0.00%
A.7010.443	RENTAL FEE-MOVIE REELS	2,941.25	25,997.02	25,000.00	25,000.00	16,001.56	20,000.00	20,000.00	20,000.00	-20.00%
A.7010.447	CREDIT CARD/ONLINE FEES	9,382.62	27,894.88	25,000.00	25,000.00	23,271.91	25,000.00	25,000.00	25,000.00	0.00%
A.7010.448	PROMOTERS & SPONSORS	10,855.22	24,000.00	75,000.00	75,000.00	11,623.22	55,000.00	55,000.00	55,000.00	-26.67%
A.7010.450	MATERIALS & SUPPLIES	6,319.33	6,501.90	6,000.00	6,000.00	4,353.44	6,000.00	6,000.00	6,000.00	0.00%
A.7010.470	REPAIRS TO BUILDING	4,811.00	12,699.18	10,000.00	10,000.00	2,390.63	10,000.00	10,000.00	10,000.00	0.00%
A.7010.480	OFFICE EXPENSE	1,670.18	4,173.55	3,500.00	3,500.00	2,737.15	3,500.00	3,500.00	3,500.00	0.00%
A.7010.481	TELEPHONE EXPENSE	1,691.09	2,637.66	3,200.00	3,200.00	1,755.84	3,200.00	2,700.00	2,700.00	0.00%
A.7010.490	PRINTING	637.29	1,995.81	2,500.00	2,500.00	2,056.45	3,000.00	3,000.00	3,000.00	20.00%
A.7010.800	CITY SPONSORED EVENTS	105,665.25	252,100.14	390,000.00	390,000.00	300,917.33	415,000.00	465,000.00	465,000.00	6.41%
A.7010.920	DUES & MEMBERSHIPS	2,358.00	2,360.94	5,450.00	5,450.00	1,298.47	6,770.00	6,770.00	6,770.00	24.22%
Total Item 7010	PARAMOUNT/CULTURAL AFF	304,949.50	527,855.44	727,572.00	727,572.00	500,134.36	731,290.00	778,790.00	778,790.00	0.51%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 7011	PARAMOUNT THEATRE GRANT									
A.7011.495	MISCELLANEOUS	0.00	0.00	0.00	104,999.00	0.00	0.00	0.00	0.00	0.00%
Total Item 7011	PARAMOUNT THEATRE GRANT	0.00	0.00	0.00	104,999.00	0.00	0.00	0.00	0.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 7020	GENERAL RECREATION									
A.7020	GENERAL RECREATION..USE OF RECREATION DONATIONS	0.00	2,340.61	0.00	328.54	0.00	0.00	0.00	0.00	0.00%
A.7020.04	GENERAL RECREATION..USE OF MIDDLETOWN CARES	10,348.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A.7020.07	GENERAL RECREATION..SUMMER CAMP SCHOLARSHIP	0.00	370.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A.7020.08	GENERAL RECREATION..MIDDLETOWN CARES	0.00	366.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A.7020.100	PERSONAL SERVICES	414,442.79	328,458.88	371,198.00	371,198.00	323,243.36	393,349.00	386,931.00	386,931.00	5.97%
A.7020.103	OVERTIME	25,582.10	24,811.49	25,000.00	25,000.00	21,458.33	30,000.00	25,000.00	25,000.00	20.00%
A.7020.104	CSEA LONGEVITY PAY	1,250.00	1,250.00	1,000.00	1,000.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
A.7020.200	OTHER EQUIPMENT	0.00	192,511.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A.7020.210	OFFICE EQUIPMENT	0.00	1,258.34	2,000.00	2,000.00	429.37	2,800.00	2,300.00	2,300.00	40.00%
A.7020.401	TRAVEL EXPENSE	485.02	977.88	1,000.00	1,000.00	214.85	1,000.00	1,000.00	1,000.00	0.00%
A.7020.408	GENERAL RECREATION.FOOTWARE ALLOWANCE	0.00	0.00	0.00	0.00	2,290.00	0.00	0.00	0.00	0.00%
A.7020.417	GAS & OIL	15,000.00	24,211.54	28,000.00	28,000.00	0.00	28,000.00	0.00	0.00	0.00%
A.7020.440	REPAIRS TO EQUIPMENT	5,875.07	11,914.79	9,000.00	9,000.00	0.00	8,000.00	8,000.00	8,000.00	-11.11%
A.7020.450	MATERIALS & SUPPLIES	12,668.10	14,356.38	15,000.00	15,214.70	9,567.34	15,000.00	15,000.00	15,000.00	0.00%
A.7020.479	GENERAL RECREATION.EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00	2,500.00	2,500.00	2,500.00	100.00%
A.7020.480	OFFICE EXPENSE	9,853.07	14,702.94	10,000.00	11,328.30	3,178.98	7,500.00	7,500.00	7,500.00	-25.00%
A.7020.481	TELEPHONE EXPENSE	1,601.72	1,053.33	3,000.00	3,000.00	794.62	3,000.00	1,500.00	1,500.00	0.00%
A.7020.490	PRINTING	1,400.00	3,079.00	4,000.00	4,752.50	1,143.50	4,000.00	4,000.00	4,000.00	0.00%
Total Item 7020	GENERAL RECREATION	498,505.92	621,663.13	469,198.00	471,822.04	362,320.35	496,149.00	454,731.00	454,731.00	5.74%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 7021	RECREATION & PARKS CAMPUS									
A.7021.900	RECREATION & PARKS CAMPUS.GENERAL EXPENSE	7,996.00	0.00	0.00	965.47	0.00	0.00	0.00	0.00	0.00%
Total Item 7021	RECREATION & PARKS CAMPUS	7,996.00	0.00	0.00	965.47	0.00	0.00	0.00	0.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 7110	PARKS									
A.7110.100	PERSONAL SERVICES	416,140.70	415,269.43	406,286.00	406,286.00	348,669.74	493,064.00	483,536.40	483,536.40	21.36%
A.7110.103	OVERTIME	64,300.49	47,865.89	55,000.00	55,000.00	53,010.10	65,000.00	60,000.00	60,000.00	18.18%
A.7110.104	CSEA LONGEVITY PAY	2,000.00	1,750.00	2,000.00	2,000.00	3,000.00	2,250.00	2,250.00	2,250.00	12.50%
A.7110.200	OTHER EQUIPMENT	5,200.00	2,999.00	3,500.00	3,500.00	2,425.00	3,500.00	3,000.00	3,000.00	0.00%
A.7110.417	GAS & OIL	14,322.75	19,194.00	30,000.00	30,769.19	24,188.83	30,000.00	40,000.00	40,000.00	0.00%
A.7110.440	REPAIRS TO EQUIPMENT	48,854.35	38,462.01	55,000.00	55,000.00	20,976.74	55,000.00	50,000.00	50,000.00	0.00%
A.7110.450	MATERIALS & SUPPLIES	10,171.62	13,146.62	20,000.00	20,605.00	19,146.08	20,000.00	20,000.00	20,000.00	0.00%
A.7110.471	RENTAL - TOILETS	4,633.89	2,967.25	4,942.00	4,942.00	4,273.75	4,600.00	4,600.00	4,600.00	-6.92%
A.7110.472	SHADE TREES	4,386.25	845.15	3,600.00	3,600.00	1,084.90	0.00	3,600.00	3,600.00	-100.00%
A.7110.478	PARK IMPROVEMENTS	79,322.46	93,763.86	82,500.00	113,178.93	93,735.37	90,800.00	87,800.00	87,800.00	10.06%
Total Item 7110	PARKS	649,332.51	636,263.21	662,828.00	694,881.12	570,510.51	764,214.00	754,786.40	754,786.40	15.30%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 7140	PLAYGROUNDS									
A.7140.100	PERSONAL SERVICES	119,002.25	117,731.71	118,414.00	118,414.00	93,953.98	129,926.00	129,926.00	129,926.00	9.72%
A.7140.103	OVERTIME	984.00	787.50	1,000.00	1,000.00	275.51	1,000.00	1,000.00	1,000.00	0.00%
A.7140.401	TRAVEL EXPENSE	290.95	682.70	1,000.00	1,000.00	500.42	1,000.00	1,000.00	1,000.00	0.00%
A.7140.440	REPAIRS TO EQUIPMENT	7,700.11	7,573.59	10,000.00	10,059.00	6,258.90	10,000.00	9,000.00	9,000.00	0.00%
A.7140.450	MATERIALS & SUPPLIES	9,422.44	8,320.55	11,500.00	11,500.00	11,087.31	11,500.00	11,500.00	11,500.00	0.00%
Total Item 7140	PLAYGROUNDS	137,399.75	135,096.05	141,914.00	141,973.00	112,076.12	153,426.00	152,426.00	152,426.00	8.11%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 7180	SWIMMING POOLS									
A.7180.100	PERSONAL SERVICES	65,896.20	103,313.82	117,384.00	117,384.00	105,719.82	150,026.00	120,736.00	120,736.00	27.81%
A.7180.103	OVERTIME	904.51	4,688.65	8,000.00	8,000.00	5,709.18	7,000.00	7,000.00	7,000.00	-12.50%
A.7180.415	LIGHT & HEAT	12,855.95	13,386.54	15,000.00	15,000.00	15,000.00	15,500.00	15,500.00	15,500.00	3.33%
A.7180.440	REPAIRS TO EQUIPMENT	9,514.29	6,728.75	10,500.00	10,500.00	3,831.96	18,500.00	18,500.00	18,500.00	76.19%
A.7180.441	REPAIR TO POOLS	6,634.16	7,752.63	9,000.00	9,000.00	3,548.28	11,000.00	11,000.00	11,000.00	22.22%
A.7180.450	MATERIALS & SUPPLIES	11,299.96	19,839.28	27,000.00	28,298.50	17,756.68	36,000.00	29,000.00	29,000.00	33.33%
Total Item 7180	SWIMMING POOLS	107,105.07	155,709.67	186,884.00	188,182.50	151,565.92	238,026.00	201,736.00	201,736.00	27.37%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 7200	DAY CAMP									
A.7200.100	PERSONAL SERVICES	86,567.54	79,400.20	154,989.00	154,989.00	131,342.50	143,020.00	143,020.00	143,020.00	-7.72%
A.7200.103	OVERTIME	0.00	2,730.77	8,000.00	8,000.00	4,418.55	7,000.00	7,000.00	7,000.00	-12.50%
A.7200.495	MISCELLANEOUS	8,105.41	15,150.00	21,500.00	21,500.00	11,743.90	21,500.00	21,500.00	21,500.00	0.00%
Total Item 7200	DAY CAMP	94,672.95	97,280.97	184,489.00	184,489.00	147,504.95	171,520.00	171,520.00	171,520.00	-7.03%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 7250	TENNIS PROGRAM									
A.7250.100	PERSONAL SERVICES	7,650.00	7,980.10	8,505.00	8,505.00	7,749.00	9,396.00	9,396.00	9,396.00	10.48%
Total Item 7250	TENNIS PROGRAM	7,650.00	7,980.10	8,505.00	8,505.00	7,749.00	9,396.00	9,396.00	9,396.00	10.48%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 7321	SPECIAL PROGRAMS									
A.7321.100	PERSONAL SERVICES	150,678.78	173,751.83	298,908.00	298,908.00	127,420.68	297,906.00	237,906.00	237,906.00	-0.34%
A.7321.103	OVERTIME	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00	0.00	100.00%
A.7321.401	TRAVEL EXPENSE	3,320.38	3,120.00	11,600.00	12,170.00	6,685.00	3,800.00	2,000.00	2,000.00	-67.24%
A.7321.432	BACKGROUND INVESTIGATION	1,661.40	1,081.74	3,500.00	3,541.09	1,875.70	3,500.00	3,500.00	3,500.00	0.00%
A.7321.433	PERSONNEL TRAINING	1,139.00	674.00	3,000.00	3,000.00	2,793.28	3,000.00	3,000.00	3,000.00	0.00%
A.7321.450	MATERIALS & SUPPLIES	8,743.48	97,052.53	17,000.00	30,856.53	14,841.40	27,200.00	27,200.00	27,200.00	60.00%
A.7321.480	OFFICE EXPENSE	1,628.63	2,097.90	4,000.00	4,153.70	0.00	4,000.00	3,000.00	3,000.00	0.00%
A.7321.495	MISCELLANEOUS	9,991.41	6,404.88	9,500.00	11,655.00	7,700.42	11,300.00	2,500.00	2,500.00	18.95%
A.7321.920	DUES & MEMBERSHIPS	825.00	1,020.00	2,500.00	2,500.00	0.00	2,500.00	1,500.00	1,500.00	0.00%
Total Item 7321	SPECIAL PROGRAMS	177,988.08	285,202.88	350,008.00	366,784.32	161,316.48	356,206.00	280,606.00	280,606.00	1.77%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 7510	HISTORICAL SOCIETY									
A.7510.900	HISTORICAL SOCIETY	2,500.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	0.00%
Total Item 7510	HISTORICAL SOCIETY	2,500.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 7550	CELEB-MEMORIAL/VETERANS									
A.7550.900	MEMORIALS/VETERNS	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00%
Total Item 7550	CELEB-MEMORIAL/VETERANS	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 7570	BAND CONCERTS									
A.7570.900	GENERAL EXPENSE	0.00	0.00	3,000.00	3,000.00	0.00	3,000.00	0.00	0.00	0.00%
Total Item 7570	BAND CONCERTS	0.00	0.00	3,000.00	3,000.00	0.00	3,000.00	0.00	0.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 8010	ZONING BOARD OF APPEALS									
A.8010.900	GENERAL EXPENSE	284.36	375.65	1,000.00	2,000.00	962.69	2,000.00	2,000.00	2,000.00	100.00%
Total Item 8010	ZONING BOARD OF APPEALS	284.36	375.65	1,000.00	2,000.00	962.69	2,000.00	2,000.00	2,000.00	100.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 8020	PLANNING BOARD									
A.8020.900	GENERAL EXPENSE	2,055.96	2,471.19	2,500.00	3,500.00	2,679.24	3,500.00	3,500.00	3,500.00	40.00%
Total Item 8020	PLANNING BOARD	2,055.96	2,471.19	2,500.00	3,500.00	2,679.24	3,500.00	3,500.00	3,500.00	40.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 8060	PARKS & REC FACILITIES									
A.8060.400	CONTRACTUAL SERVICES	2,319.00	2,493.40	6,750.00	6,818.00	4,392.50	8,250.00	7,000.00	7,000.00	22.22%
A.8060.415	LIGHT & HEAT	50,933.75	35,920.91	60,000.00	60,000.00	36,862.16	62,000.00	60,000.00	60,000.00	3.33%
A.8060.450	MATERIALS & SUPPLIES	5,979.20	7,124.23	9,000.00	9,000.00	5,702.48	9,000.00	9,000.00	9,000.00	0.00%
A.8060.470	REPAIRS TO BUILDING	51,148.65	33,580.60	22,000.00	22,000.00	7,466.28	34,000.00	34,000.00	34,000.00	54.55%
Total Item 8060	PARKS & REC FACILITIES	110,380.60	79,119.14	97,750.00	97,818.00	54,423.42	113,250.00	110,000.00	110,000.00	15.86%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 8160	WASTE COLLECTION									
A.8160.100	PERSONAL SERVICES	777,202.54	784,143.95	905,904.00	905,904.00	735,392.57	995,264.00	832,213.00	832,213.00	9.86%
A.8160.103	OVERTIME	130,004.49	94,138.66	100,000.00	100,000.00	69,664.54	103,000.00	100,000.00	100,000.00	3.00%
A.8160.104	CSEA LONGEVITY PAY	3,000.00	2,750.00	3,750.00	3,750.00	3,750.00	4,000.00	4,000.00	4,000.00	6.67%
A.8160.200	OTHER EQUIPMENT	12,500.00	6,374.36	15,500.00	15,500.00	7,726.00	15,500.00	12,000.00	12,000.00	0.00%
A.8160.417	GAS & OIL	66,082.94	123,257.62	111,900.00	120,835.35	76,664.93	121,900.00	120,000.00	120,000.00	8.94%
A.8160.440	REPAIRS TO EQUIPMENT	124,245.89	115,767.22	117,000.00	120,186.73	114,405.66	120,000.00	120,000.00	120,000.00	2.56%
A.8160.445	LANDFILL GARBAGE	1,119,656.26	1,082,839.65	1,332,572.00	1,351,816.16	884,290.94	1,332,572.00	1,232,572.00	1,232,572.00	0.00%
A.8160.450	MATERIALS & SUPPLIES	21,639.94	18,628.02	24,000.00	24,623.66	18,813.58	30,000.00	27,000.00	27,000.00	25.00%
Total Item 8160	WASTE COLLECTION	2,254,332.06	2,227,899.48	2,610,626.00	2,642,615.90	1,910,708.22	2,722,236.00	2,447,785.00	2,447,785.00	4.28%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 8170	STREET CLEANING									
A.8170.103	OVERTIME	0.00	0.00	1,000.00	1,000.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
A.8170.440	REPAIRS TO EQUIPMENT	11,999.80	3,217.26	12,000.00	12,000.00	11,159.29	24,000.00	24,000.00	24,000.00	100.00%
A.8170.450	MATERIALS & SUPPLIES	7,026.93	7,838.77	12,000.00	12,000.00	11,893.78	24,000.00	18,000.00	18,000.00	100.00%
Total Item 8170	STREET CLEANING	19,026.73	11,056.03	25,000.00	25,000.00	23,053.07	49,000.00	43,000.00	43,000.00	96.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 8180	DEMOLITION OF BUILDINGS									
A.8180.900	DEMOLITION: GENERAL EXPENSE	0.00	13,000.00	50,000.00	50,000.00	0.00	50,000.00	10,000.00	10,000.00	0.00%
Total Item 8180	DEMOLITION OF BUILDINGS	0.00	13,000.00	50,000.00	50,000.00	0.00	50,000.00	10,000.00	10,000.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 8888	AUDITING & ACCTING SERV									
A.8888.900	GENERAL EXPENSE	27,225.64	24,734.66	26,000.00	26,000.00	21,098.22	26,000.00	26,000.00	26,000.00	0.00%
Total Item 8888	AUDITING & ACCTING SERV	27,225.64	24,734.66	26,000.00	26,000.00	21,098.22	26,000.00	26,000.00	26,000.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 8991	ARCHITECT REVIEW BOARD									
A.8991.900	GENERAL EXPENSE	34.00	0.00	1,000.00	1,000.00	41.29	1,000.00	1,000.00	1,000.00	0.00%
Total Item 8991	ARCHITECT REVIEW BOARD	34.00	0.00	1,000.00	1,000.00	41.29	1,000.00	1,000.00	1,000.00	0.00%

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Account	Description	2021 Actual	2022 Actual	Original 2023 Budget	Adjusted 2023 Budget	2023 Actual Per 1-12	2024 PROPOSED Stage	2024 REVISED Stage	2024 APPROVED Stage	Variance To 2024 PROPOSED Stage
Type E	Expense									
Fund A	GENERAL FUND									
Item 9000	EMPLOYEE BENEFITS									
A.9000.09	WORKMENS COMP TAIL CLAIMS	0.00	0.00	0.00	352,000.00	116,507.49	485,000.00	304,000.00	304,000.00	100.00%
A.9000.810	STATE RETIREMENT SYSTEM	961,745.82	797,847.15	761,326.00	761,326.00	182,674.49	854,911.00	854,911.00	854,911.00	12.29%
A.9000.812	LOSAP RETIREMENT-VOLUNTEER FIREMEN	15,278.00	36,961.55	25,000.00	25,000.00	21,700.00	25,000.00	25,000.00	25,000.00	0.00%
A.9000.815	POLICE & FIRE RET SYSTEM	2,662,692.25	2,671,798.00	2,700,943.00	2,700,943.00	658,400.25	2,897,630.00	2,897,630.00	2,897,630.00	7.28%
A.9000.830	SOCIAL SECURITY PAYMENTS	1,384,390.11	1,349,673.35	1,479,671.00	1,479,671.00	1,150,611.26	1,609,942.00	1,537,458.00	1,537,458.00	8.80%
A.9000.835	MTA MOBILITY TAX	63,532.13	63,978.45	65,763.00	65,763.00	53,392.01	71,553.00	68,332.00	68,332.00	8.80%
A.9000.840	WORKMENS COMPENSATION	1,410,588.63	1,199,666.50	857,442.00	857,442.00	839,341.01	717,621.00	742,735.00	742,735.00	-16.31%
A.9000.842	COMP-VOL FIRE	116,997.00	115,526.00	144,000.00	144,000.00	114,637.00	144,000.00	131,000.00	131,000.00	0.00%
A.9000.850	UNEMPLOYMENT INSURANCE	0.00	11,100.00	58,026.00	58,026.00	5,734.39	63,135.00	60,293.00	60,293.00	8.80%
A.9000.860	STATE HEALTH INSURANCE	3,985,913.85	4,474,365.36	4,843,159.00	4,894,159.00	3,743,390.64	5,382,759.00	5,303,116.00	5,303,116.00	11.14%
A.9000.861	HEALTH INS-RETIREEES	2,589,880.72	2,779,806.71	3,078,656.00	3,078,656.00	2,542,055.15	3,476,696.00	3,476,696.00	3,476,696.00	12.93%
A.9000.870	UNUSED SICK LEAVE	304,858.27	108,563.04	150,000.00	100,000.00	28,286.64	150,000.00	110,000.00	110,000.00	0.00%
A.9000.889	DENTAL/OPTIC INS-CSEA	225,859.69	230,789.58	168,415.00	378,440.55	205,842.35	171,788.00	438,196.00	438,196.00	2.00%
A.9000.890	WELFARE FUND INS-POL & FIRE	11,456.19	12,500.00	14,000.00	14,000.00	12,465.75	16,000.00	14,000.00	14,000.00	14.29%
A.9000.891	DENTAL INSURANCE-MGT	65,730.78	66,349.05	256,300.00	49,274.45	49,274.45	271,072.00	0.00	0.00	5.76%
A.9000.893	DISABILITY INSURANCE	10,440.03	9,130.09	49,000.00	49,000.00	7,912.44	49,000.00	49,000.00	49,000.00	0.00%
A.9000.896	MEAL ALLOWANCE	6,795.00	5,190.00	6,000.00	6,000.00	3,030.00	6,000.00	6,000.00	6,000.00	0.00%
Total Item 9000	EMPLOYEE BENEFITS	13,816,158.47	13,933,244.83	14,657,701.00	15,013,701.00	9,735,255.32	16,392,107.00	16,018,367.00	16,018,367.00	11.83%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 9500	INTERFUND TRANSFERS									
A.9500.901	TRANS TO CAPITAL PROJECT	5,603,000.00	3,075,000.00	0.00	22,400.00	22,400.00	0.00	0.00	0.00	0.00%
A.9500.905	TRANSFER TO WATER FUND	3,333.33	11,000.00	0.00	0.00	0.00	0.00	7,000.00	7,000.00	0.00%
A.9500.906	INTERFUND TRANSFERS TO SEWER FUND	3,333.33	27,829.00	0.00	0.00	0.00	0.00	39,000.00	39,000.00	0.00%
Total Item 9500	INTERFUND TRANSFERS	5,609,666.66	3,113,829.00	0.00	22,400.00	22,400.00	0.00	46,000.00	46,000.00	0.00%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 9710	SERIAL BONDS									
A.9710.600	PRINCIPLE ON INDEBTEDNESS	674,483.00	576,426.00	592,440.00	592,440.00	592,440.00	608,974.00	608,974.00	608,974.00	2.79%
A.9710.701	INTEREST ON INDEBTEDNESS	221,051.19	380,386.67	277,851.00	277,851.00	365,505.07	345,887.00	345,887.00	345,887.00	24.49%
A.9710.900	GENERAL EXPENSE	24,122.50	0.00	1,000.00	1,000.00	0.00	0.00	0.00	0.00	-100.00%
Total Item 9710	SERIAL BONDS	919,656.69	956,812.67	871,291.00	871,291.00	957,945.07	954,861.00	954,861.00	954,861.00	9.59%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 9730	BOND ANTICIPATION NOTES									
A.9730.600	PRINCIPLE ON INDEBTEDNESS	4,975,587.00	4,195,213.00	1,613,715.00	1,613,715.00	2,178,413.00	1,542,415.00	714,614.00	714,614.00	-4.42%
A.9730.701	INTEREST ON INDEBTEDNESS	69,171.19	13,046.30	172,645.00	172,645.00	174,659.42	811,842.00	811,842.00	811,842.00	370.24%
A.9730.900	GENERAL EXPENSE	17,623.06	14,416.84	27,000.00	27,000.00	5,324.63	5,000.00	5,000.00	5,000.00	-81.48%
Total Item 9730	BOND ANTICIPATION NOTES	5,062,381.25	4,222,676.14	1,813,360.00	1,813,360.00	2,358,397.05	2,359,257.00	1,531,456.00	1,531,456.00	30.10%

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Type E	Expense									
Fund A	GENERAL FUND									
Item 9785	INSTALLMENT PURCHASE DEBT									
A.9785.600	PRINCIPLE ON INDEBTEDNESS	447,530.23	457,009.37	466,690.00	466,690.00	466,689.28	476,575.00	476,575.00	476,575.00	2.12%
A.9785.701	INTEREST ON INDEBTEDNESS	113,092.45	103,613.31	93,934.00	93,934.00	93,933.40	84,049.00	84,049.00	84,049.00	-10.52%
Total Item 9785	INSTALLMENT PURCHASE DEBT	560,622.68	560,622.68	560,624.00	560,624.00	560,622.68	560,624.00	560,624.00	560,624.00	0.00%
Total Fund A	GENERAL FUND	50,808,660.74	49,452,846.30	45,517,734.00	48,076,797.37	35,633,321.82	50,052,613.00	47,554,394.40	47,554,394.40	9.96%

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Type E	Expense									
Fund CD	COMMUNITY DEVELOPMENT									
Item 8668	REHAB LOANS & GRANTS									
CD.8668.457	PROGRAM ELEMENTS - SINGLE/ MULTI FAM GRANT AND LOAN	68,556.10	432,946.65	312,000.00	312,000.00	268,891.41	265,005.51	265,005.51	265,005.51	-15.06%
Total Item 8668	REHAB LOANS & GRANTS	68,556.10	432,946.65	312,000.00	312,000.00	268,891.41	265,005.51	265,005.51	265,005.51	-15.06%

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Type E	Expense									
Fund CD	COMMUNITY DEVELOPMENT									
Item 8686	COMMUNITY DEVELOPMENT									
CD.8686.100	PERSONAL SERVICES	195,489.46	166,308.38	168,305.00	168,305.00	140,445.20	161,989.00	168,229.00	168,229.00	-3.75%
CD.8686.200	PROGRAM ELEMENT - OTHER EQUIPMENT EN	1,853.39	1,049.01	1,500.00	1,500.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
CD.8686.400	CONTRACTUAL SERVICES EN	2,074.02	2,207.82	2,800.00	2,800.00	2,440.97	0.00	0.00	0.00	-100.00%
CD.8686.418	AUTO EXPENSE EN	1,813.10	726.64	2,200.00	2,200.00	122.36	2,200.00	2,200.00	2,200.00	0.00%
CD.8686.433	PERSONNEL TRAINING EN	0.00	0.00	1,000.00	1,000.00	0.00	500.00	500.00	500.00	-50.00%
CD.8686.440	REPAIRS TO EQUIPMENT EN	0.00	0.00	1,000.00	1,000.00	0.00	600.00	600.00	600.00	-40.00%
CD.8686.456	PROGRAM INCOME RELATED SBL/PUB SER	12,858.17	9,852.72	7,815.00	7,815.00	7,815.00	8,610.00	8,610.00	8,610.00	10.17%
CD.8686.457	PROGRAM ELEMENTS- SBL/PUB SER EN	179,540.50	142,823.54	31,706.00	31,706.00	0.00	50,000.00	50,000.00	50,000.00	57.70%
CD.8686.479	EQUIPMENT RENTAL EN	610.23	0.00	400.00	400.00	0.00	3,200.00	3,200.00	3,200.00	700.00%
CD.8686.480	OFFICE EXPENSE EN	4,426.34	2,821.26	4,150.00	4,150.00	1,719.65	3,800.00	3,800.00	3,800.00	-8.43%
CD.8686.482	ADVERTISING EN	2,062.33	2,000.78	2,050.00	2,050.00	1,786.73	3,600.00	3,600.00	3,600.00	75.61%
CD.8686.495	MISCELLANEOUS	2,535.25	2,386.46	1,000.00	1,000.00	926.12	935.00	935.00	935.00	-6.50%
CD.8686.701	INTEREST ON INDEBTEDNESS	28,338.60	9,218.40	6,957.00	6,957.00	6,956.10	2,501.10	2,501.10	2,501.10	-64.05%
CD.8686.702	PRINCIPLE ON INDEBTEDNESS	169,000.00	63,000.00	54,000.00	54,000.00	53,000.00	11,000.00	11,000.00	11,000.00	-79.63%
CD.8686.810	STATE RETIREMENT SYSTEM	12,834.00	12,000.00	12,000.00	12,000.00	2,858.36	12,000.00	12,000.00	12,000.00	0.00%
CD.8686.830	SOCIAL SECURITY PAYMENTS	14,486.96	12,896.37	12,875.00	12,875.00	10,793.06	12,392.00	12,392.00	12,392.00	-3.75%
CD.8686.835	MTA MOBILITY TAX	651.30	576.20	572.00	572.00	479.66	551.00	551.00	551.00	-3.67%
CD.8686.850	UNEMPLOYMENT INSURANCE	0.00	0.00	505.00	505.00	0.00	486.00	486.00	486.00	-3.76%
CD.8686.860	STATE HEALTH INSURANCE	44,953.56	46,619.50	56,083.00	56,083.00	47,882.26	58,815.00	58,815.00	58,815.00	4.87%
CD.8686.889	DENTAL/OPTIC INS-CSEA	0.00	0.00	0.00	0.00	0.00	0.00	4,976.00	4,976.00	0.00%
CD.8686.891	DENTAL INSURANCE-MGT	5,381.23	5,492.73	5,330.00	5,330.00	3,991.71	4,976.00	0.00	0.00	-6.64%
CD.8686.893	DISABILITY INSURANCE	235.02	169.94	200.00	200.00	62.38	200.00	200.00	200.00	0.00%
Total Item 8686	COMMUNITY DEVELOPMENT	679,143.46	480,149.75	372,448.00	372,448.00	281,279.56	339,855.10	346,095.10	346,095.10	-8.75%

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Type E	Expense									
Fund CD	COMMUNITY DEVELOPMENT									
Total Fund CD	COMMUNITY DEVELOPMENT	747,699.56	913,096.40	684,448.00	684,448.00	550,170.97	604,860.61	611,100.61	611,100.61	-11.63%

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Type E	Expense									
Fund F	WATER FUND									
Item 1331	DATA PROCESSING									
F.1331.900	GENERAL EXPENSE	78,485.41	71,192.37	83,886.00	83,886.00	68,945.39	104,604.00	104,604.00	104,604.00	24.70%
Total Item 1331	DATA PROCESSING	78,485.41	71,192.37	83,886.00	83,886.00	68,945.39	104,604.00	104,604.00	104,604.00	24.70%

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Type E	Expense									
Fund F	WATER FUND									
Item 1900	SPECIAL ITEMS									
F.1900.481	TELEPHONE EXPENSE	19,800.90	17,866.30	21,000.00	21,035.12	18,032.11	20,000.00	20,000.00	20,000.00	-4.76%
F.1900.910	LIABILITY INS - PREMIUM	344,399.57	355,912.70	373,953.00	373,953.00	370,300.91	400,000.00	377,600.00	377,600.00	6.97%
F.1900.950	TAXES ON CITY PROPERTY	165,820.85	203,894.14	169,000.00	169,000.00	210,365.93	172,000.00	180,000.00	180,000.00	1.78%
Total Item 1900	SPECIAL ITEMS	530,021.32	577,673.14	563,953.00	563,988.12	598,698.95	592,000.00	577,600.00	577,600.00	4.97%

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Type E	Expense									
Fund F	WATER FUND									
Item 1940	PURCHASE OF LAND									
F.1940.900	GENERAL EXPENSE	214,842.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Item 1940	PURCHASE OF LAND	214,842.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%

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		Actual	Actual	2023	2023	Actual	PROPOSED	REVISED	APPROVED	PROPOSED
				Budget	Budget	Per 1-12	Stage	Stage	Stage	Stage
Type E	Expense									
Fund F	WATER FUND									
Item 3010	PUBLIC SAFETY PROGRAM									
F.3010.408	FOOTWARE ALLOWANCE	2,700.00	2,880.00	2,800.00	2,800.00	3,320.00	7,200.00	4,250.00	4,250.00	157.14%
F.3010.409	CLOTHING ALLOWANCE	3,468.50	2,445.98	6,000.00	6,000.00	0.00	7,000.00	6,000.00	6,000.00	16.67%
F.3010.462	CDL LICENSE	0.00	0.00	300.00	300.00	0.00	650.00	500.00	500.00	116.67%
F.3010.463	SAFETY & HEALTH	325.00	619.00	2,000.00	2,000.00	75.00	2,500.00	2,000.00	2,000.00	25.00%
F.3010.465	DRUG TESTING	916.00	1,168.00	2,000.00	2,050.00	290.00	3,000.00	2,000.00	2,000.00	50.00%
Total Item 3010	PUBLIC SAFETY PROGRAM	7,409.50	7,112.98	13,100.00	13,150.00	3,685.00	20,350.00	14,750.00	14,750.00	55.34%

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Type E	Expense									
Fund F	WATER FUND									
Item 8310	WATER ADMINISTRATION									
F.8310.100	PERSONAL SERVICES	203,028.16	225,333.23	378,710.00	378,710.00	334,306.62	395,245.00	394,641.00	394,641.00	4.37%
F.8310.103	OVERTIME	196.09	0.00	1,000.00	1,000.00	62.63	1,000.00	1,000.00	1,000.00	0.00%
F.8310.104	CSEA LONGEVITY PAY	416.25	416.25	583.00	583.00	582.75	583.00	583.00	583.00	0.00%
F.8310.400	CONTRACTUAL SERVICES	103,293.29	132,356.29	13,750.00	150,297.66	22,021.71	0.00	17,750.00	17,750.00	-100.00%
F.8310.480	OFFICE EXPENSE	11,946.85	16,328.76	10,750.00	10,750.01	9,459.25	10,979.00	10,979.00	10,979.00	2.13%
Total Item 8310	WATER ADMINISTRATION	318,880.64	374,434.53	404,793.00	541,340.67	366,432.96	407,807.00	424,953.00	424,953.00	0.74%

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Type E	Expense									
Fund F	WATER FUND									
Item 8320	PUMPING STATION/SUPPLY									
F.8320.100	PERSONAL SERVICES	482,185.13	429,612.23	497,723.00	449,723.00	332,508.11	546,490.00	538,075.00	538,075.00	9.80%
F.8320.103	OVERTIME	13,815.68	17,625.52	48,000.00	48,000.00	10,376.26	49,500.00	46,000.00	46,000.00	3.13%
F.8320.104	CSEA LONGEVITY PAY	4,000.00	1,750.00	2,000.00	2,000.00	2,000.00	2,250.00	2,250.00	2,250.00	12.50%
F.8320.200	OTHER EQUIPMENT	16,405.05	14,823.98	16,000.00	16,000.00	2,138.50	16,000.00	10,000.00	10,000.00	0.00%
F.8320.201	PUMPING STATION/SUPPLY.VEHICLES	32,955.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
F.8320.417	GAS & OIL	7,915.91	3,091.20	3,800.00	3,800.00	2,194.36	3,800.00	3,800.00	3,800.00	0.00%
F.8320.440	REPAIRS TO EQUIPMENT	12,333.64	11,227.17	15,000.00	15,000.00	12,350.11	15,000.00	15,000.00	15,000.00	0.00%
F.8320.450	MATERIALS & SUPPLIES	51,740.90	61,410.77	70,000.00	70,000.00	42,990.15	70,000.00	65,000.00	65,000.00	0.00%
F.8320.470	REPAIRS TO BUILDING	10,851.18	9,029.25	6,000.00	6,000.00	0.00	6,000.00	6,000.00	6,000.00	0.00%
F.8320.504	WATER SHED MANAGEMENT	0.00	4,882.61	5,000.00	5,000.00	206.22	5,000.00	5,000.00	5,000.00	0.00%
F.8320.512	CITY DAMS	11,000.00	14,500.00	10,000.00	154,275.00	146,950.00	0.00	12,000.00	12,000.00	-100.00%
Total Item 8320	PUMPING STATION/SUPPLY	643,202.59	567,952.73	673,523.00	769,798.00	551,713.71	714,040.00	703,125.00	703,125.00	6.02%

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Type E	Expense									
Fund F	WATER FUND									
Item 8330	PURIFICATION									
F.8330.100	PERSONAL SERVICES	587,479.40	484,532.06	494,580.00	494,580.00	418,232.24	544,210.00	544,210.00	544,210.00	10.03%
F.8330.103	OVERTIME	61,939.52	65,980.61	55,000.00	55,000.00	48,489.02	57,000.00	55,000.00	55,000.00	3.64%
F.8330.104	CSEA LONGEVITY PAY	6,000.00	4,250.00	4,250.00	4,250.00	4,250.00	4,250.00	4,250.00	4,250.00	0.00%
F.8330.200	OTHER EQUIPMENT	68,233.64	48,307.05	27,900.00	52,900.00	49,638.18	90,000.00	90,000.00	90,000.00	222.58%
F.8330.400	CONTRACTUAL SERVICES	229,072.56	303,780.80	274,000.00	502,852.28	438,735.56	566,500.00	566,500.00	566,500.00	106.75%
F.8330.401	TRAVEL EXPENSE	0.00	0.00	1,000.00	1,000.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
F.8330.404	LAB SERVICES	25,448.50	16,455.00	25,000.00	26,700.00	22,175.75	26,355.00	26,355.00	26,355.00	5.42%
F.8330.415	LIGHT & HEAT	145,634.53	150,179.05	169,712.00	217,712.00	141,864.16	226,500.00	226,500.00	226,500.00	33.46%
F.8330.433	PERSONNEL TRAINING	832.50	155.00	2,500.00	2,500.00	1,880.00	2,500.00	2,500.00	2,500.00	0.00%
F.8330.440	REPAIRS TO EQUIPMENT	38,217.89	59,378.23	40,000.00	40,000.00	28,475.93	39,500.00	39,500.00	39,500.00	-1.25%
F.8330.450	MATERIALS & SUPPLIES	69,719.23	55,921.85	67,000.00	67,295.65	61,103.99	102,160.00	102,160.00	102,160.00	52.48%
F.8330.458	CHEMICALS	166,881.01	265,663.77	260,800.00	245,800.00	245,800.00	286,000.00	286,000.00	286,000.00	9.66%
F.8330.479	EQUIPMENT RENTAL	0.00	0.00	1,250.00	1,250.00	0.00	1,250.00	1,250.00	1,250.00	0.00%
F.8330.487	TELEPHONE ELEC CONTROLS	1,942.74	1,961.42	2,000.00	2,000.00	1,414.71	4,500.00	4,500.00	4,500.00	125.00%
Total Item 8330	PURIFICATION	1,401,401.52	1,456,564.84	1,424,992.00	1,713,839.93	1,462,059.54	1,951,725.00	1,949,725.00	1,949,725.00	36.96%

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Type E	Expense									
Fund F	WATER FUND									
Item 8340	DISTRIBUTION SYSTEM									
F.8340.100	PERSONAL SERVICES	69,726.80	69,243.20	69,243.00	69,243.00	63,398.68	76,045.00	76,045.00	76,045.00	9.82%
F.8340.103	OVERTIME	8,231.00	5,750.85	20,000.00	20,000.00	4,471.97	20,550.00	15,000.00	15,000.00	2.75%
F.8340.104	CSEA LONGEVITY PAY	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	0.00%
F.8340.200	OTHER EQUIPMENT	33,337.02	60,249.60	60,000.00	65,563.16	16,785.44	60,000.00	55,000.00	55,000.00	0.00%
F.8340.201	VEHICLES	35,107.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
F.8340.400	CONTRACTUAL SERVICES	23,559.97	10,000.00	0.00	148,600.15	38,212.26	0.00	0.00	0.00	0.00%
F.8340.401	TRAVEL EXPENSE	1,103.32	1,081.35	3,000.00	3,000.00	1,933.50	3,000.00	3,000.00	3,000.00	0.00%
F.8340.415	LIGHT & HEAT	19,522.22	19,000.42	22,000.00	22,000.00	16,821.72	23,000.00	23,000.00	23,000.00	4.55%
F.8340.417	GAS & OIL	15,839.80	29,524.83	35,000.00	35,000.00	27,306.94	35,000.00	35,000.00	35,000.00	0.00%
F.8340.433	PERSONNEL TRAINING	1,017.50	2,080.00	3,000.00	3,000.00	2,182.91	3,000.00	3,000.00	3,000.00	0.00%
F.8340.440	REPAIRS TO EQUIPMENT	17,882.66	13,137.37	17,000.00	18,363.93	14,503.68	17,000.00	17,000.00	17,000.00	0.00%
F.8340.450	MATERIALS & SUPPLIES	76,986.72	75,885.23	90,000.00	90,000.00	80,662.30	90,000.00	90,000.00	90,000.00	0.00%
F.8340.470	REPAIRS TO BUILDING	2,500.00	130.90	2,500.00	2,500.00	0.00	2,500.00	2,500.00	2,500.00	0.00%
F.8340.479	EQUIPMENT RENTAL	660.80	0.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	0.00%
F.8340.480	OFFICE EXPENSE	310.02	2,799.02	2,500.00	2,500.00	335.99	2,500.00	2,500.00	2,500.00	0.00%
F.8340.481	TELEPHONE EXPENSE	2,123.97	1,793.41	2,100.00	2,100.00	1,629.06	2,100.00	2,100.00	2,100.00	0.00%
F.8340.483	MATER&SUPPLY-WATER METER	15,473.52	508.00	13,000.00	13,000.00	893.40	13,000.00	13,000.00	13,000.00	0.00%
F.8340.484	WATER METERS	38,121.90	22,182.08	35,000.00	37,029.63	25,272.80	35,000.00	35,000.00	35,000.00	0.00%
F.8340.485	WATER METER - REPAIR	1,000.00	1,696.02	3,000.00	3,000.00	165.00	3,000.00	3,000.00	3,000.00	0.00%
F.8340.486	WATER MAINS	2,543.79	3,639.53	5,000.00	5,000.00	0.00	5,000.00	4,500.00	4,500.00	0.00%
Total Item 8340	DISTRIBUTION SYSTEM	365,548.80	319,201.81	385,343.00	542,899.87	297,575.65	393,695.00	382,645.00	382,645.00	2.17%

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		Actual	Actual	2023	2023	Actual	PROPOSED	REVISED	APPROVED	PROPOSED
				Budget	Budget	Per 1-12	Stage	Stage	Stage	Stage
Type E	Expense									
Fund F	WATER FUND									
Item 8341	LEAD SERVICE LINE REPLACEMENT PROGRAM									
F.8341.900	GENERAL EXPENSE	43,835.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Item	LEAD SERVICE LINE	43,835.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
8341	REPLACEMENT PROGRAM									

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Type E	Expense									
Fund F	WATER FUND									
Item 8888	AUDITING & ACCTING SERV									
F.8888.900	GENERAL EXPENSE	28,062.45	24,734.67	26,000.00	26,000.00	17,687.98	26,000.00	26,000.00	26,000.00	0.00%
Total Item 8888	AUDITING & ACCTING SERV	28,062.45	24,734.67	26,000.00	26,000.00	17,687.98	26,000.00	26,000.00	26,000.00	0.00%

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Type E	Expense									
Fund F	WATER FUND									
Item 9000	EMPLOYEE BENEFITS									
F.9000.810	STATE RETIREMENT SYSTEM	217,639.99	167,879.96	152,265.00	152,265.00	37,469.99	170,982.00	170,982.00	170,982.00	12.29%
F.9000.830	SOCIAL SECURITY PAYMENTS	109,820.44	94,743.23	121,698.00	121,698.00	92,796.81	132,048.00	132,048.00	132,048.00	8.50%
F.9000.835	MTA MOBILITY TAX	4,861.92	4,538.87	5,409.00	5,409.00	4,301.65	5,869.00	5,869.00	5,869.00	8.50%
F.9000.840	WORKMENS COMPENSATION	71,717.14	58,715.67	64,890.00	64,890.00	67,073.91	95,663.00	62,930.00	62,930.00	47.42%
F.9000.850	UNEMPLOYMENT INSURANCE	0.00	0.00	4,772.00	4,772.00	0.00	5,178.00	5,178.00	5,178.00	8.51%
F.9000.860	STATE HEALTH INSURANCE	370,374.43	316,200.73	442,701.00	307,351.00	300,145.14	506,600.00	506,600.00	506,600.00	14.43%
F.9000.861	HEALTH INS-RETIREEES	84,490.58	134,234.49	153,297.00	153,297.00	89,542.74	146,688.00	146,688.00	146,688.00	-4.31%
F.9000.870	UNUSED SICK LEAVE	17,722.13	0.00	5,000.00	5,000.00	0.00	5,000.00	3,000.00	3,000.00	0.00%
F.9000.889	DENTAL/OPTIC INS-CSEA	32,655.14	33,177.21	41,913.00	41,913.00	27,961.29	45,083.00	49,357.00	49,357.00	7.56%
F.9000.891	DENTAL INSURANCE-MGT	1,730.16	1,804.29	4,191.00	4,191.00	3,136.70	4,274.00	0.00	0.00	1.98%
F.9000.893	DISABILITY INSURANCE	815.43	1,645.44	4,000.00	4,000.00	1,427.79	4,000.00	4,000.00	4,000.00	0.00%
F.9000.896	MEAL ALLOWANCE	1,544.85	1,695.00	2,000.00	2,000.00	1,320.00	2,000.00	2,000.00	2,000.00	0.00%
Total Item 9000	EMPLOYEE BENEFITS	913,372.21	814,634.89	1,002,136.00	866,786.00	625,176.02	1,123,385.00	1,088,652.00	1,088,652.00	12.10%

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Type E	Expense									
Fund F	WATER FUND									
Item 9500	INTERFUND TRANSFERS									
F.9500.901	TRANS TO CAPITAL PROJECT	85,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
F.9500.904	TRANSFER TO GENERAL FUND	820,000.00	0.00	240,974.00	240,974.00	0.00	0.00	252,615.00	252,615.00	-100.00%
Total Item 9500	INTERFUND TRANSFERS	905,000.00	0.00	240,974.00	240,974.00	0.00	0.00	252,615.00	252,615.00	-100.00%

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Type E	Expense									
Fund F	WATER FUND									
Item 9710	SERIAL BONDS									
F.9710.600	PRINCIPLE ON INDEBTEDNESS	1,176,697.00	1,164,616.00	1,267,702.00	1,267,702.00	1,338,545.31	1,070,685.00	1,070,685.00	1,070,685.00	-15.54%
F.9710.701	INTEREST ON INDEBTEDNESS	524,211.52	523,476.13	327,617.00	327,617.00	293,584.53	421,269.00	421,269.00	421,269.00	28.59%
F.9710.900	GENERAL EXPENSE	45,521.06	13,996.00	13,062.00	13,062.00	13,062.00	12,358.00	12,358.00	12,358.00	-5.39%
Total Item 9710	SERIAL BONDS	1,746,429.58	1,702,088.13	1,608,381.00	1,608,381.00	1,645,191.84	1,504,312.00	1,504,312.00	1,504,312.00	-6.47%

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Type E	Expense									
Fund F	WATER FUND									
Item 9730	BOND ANTICIPATION NOTES									
F.9730.600	PRINCIPLE ON INDEBTEDNESS	797,107.00	2,361,313.45	240,835.00	240,835.00	231,313.00	140,385.00	140,385.00	140,385.00	-41.71%
F.9730.701	INTEREST ON INDEBTEDNESS	52,781.66	10,752.11	166,566.00	166,566.00	164,551.69	73,891.00	73,891.00	73,891.00	-55.64%
F.9730.900	GENERAL EXPENSE	13,338.66	13,778.91	1,000.00	1,000.00	5,107.03	5,000.00	5,000.00	5,000.00	400.00%
Total Item 9730	BOND ANTICIPATION NOTES	863,227.32	2,385,844.47	408,401.00	408,401.00	400,971.72	219,276.00	219,276.00	219,276.00	-46.31%

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Type E	Expense									
Fund F	WATER FUND									
Item 9785	INSTALLMENT PURCHASE DEBT									
F.9785.600	PRINCIPLE ON INDEBTEDNESS	341,750.36	348,988.97	356,381.00	356,381.00	356,380.90	363,930.00	363,930.00	363,930.00	2.12%
F.9785.701	INTEREST ON INDEBTEDNESS	86,361.50	79,122.89	71,731.00	71,731.00	71,730.96	64,183.00	64,183.00	64,183.00	-10.52%
Total Item 9785	INSTALLMENT PURCHASE DEBT	428,111.86	428,111.86	428,112.00	428,112.00	428,111.86	428,113.00	428,113.00	428,113.00	0.00%
Total Fund F	WATER FUND	8,487,830.41	8,729,546.42	7,263,594.00	7,807,556.59	6,466,250.62	7,485,307.00	7,676,370.00	7,676,370.00	3.05%

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		Actual	Actual	2023	2023	Actual	PROPOSED	REVISED	APPROVED	PROPOSED
				Budget	Budget	Per 1-12	Stage	Stage	Stage	Stage
Type E	Expense									
Fund G	SEWER FUND									
Item 1331	DATA PROCESSING									
G.1331.900	GENERAL EXPENSE	78,485.83	71,192.56	83,886.00	83,886.00	68,945.43	104,604.00	104,604.00	104,604.00	24.70%
Total Item 1331	DATA PROCESSING	78,485.83	71,192.56	83,886.00	83,886.00	68,945.43	104,604.00	104,604.00	104,604.00	24.70%

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Type E	Expense									
Fund G	SEWER FUND									
Item 1900	SPECIAL ITEMS									
G.1900.481	TELEPHONE EXPENSE	19,905.01	17,736.06	21,000.00	21,035.11	18,078.24	20,000.00	20,000.00	20,000.00	-4.76%
G.1900.910	LIABILITY INS - PREMIUM	344,399.67	355,912.80	373,953.00	373,953.00	369,732.90	400,000.00	377,600.00	377,600.00	6.97%
Total Item 1900	SPECIAL ITEMS	364,304.68	373,648.86	394,953.00	394,988.11	387,811.14	420,000.00	397,600.00	397,600.00	6.34%

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Type E	Expense									
Fund G	SEWER FUND									
Item 3010	PUBLIC SAFETY PROGRAM									
G.3010.408	FOOTWARE ALLOWANCE	1,260.00	1,440.00	1,800.00	1,800.00	1,720.00	1,800.00	1,800.00	1,800.00	0.00%
G.3010.409	CLOTHING ALLOWANCE	2,477.50	1,963.14	3,000.00	3,000.00	0.00	3,000.00	2,500.00	2,500.00	0.00%
G.3010.462	CDL LICENSE	0.00	348.00	400.00	400.00	0.00	400.00	400.00	400.00	0.00%
G.3010.463	SAFETY & HEALTH	0.00	70.00	2,000.00	2,000.00	0.00	2,000.00	2,000.00	2,000.00	0.00%
G.3010.465	DRUG TESTING	1,418.00	1,056.00	2,000.00	2,000.00	0.00	2,000.00	1,500.00	1,500.00	0.00%
Total Item 3010	PUBLIC SAFETY PROGRAM	5,155.50	4,877.14	9,200.00	9,200.00	1,720.00	9,200.00	8,200.00	8,200.00	0.00%

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Type E	Expense									
Fund G	SEWER FUND									
Item 8110	SEWER ADMINISTRATION									
G.8110.100	PERSONAL SERVICES	203,028.64	232,544.92	378,710.00	325,802.75	329,936.09	395,245.00	394,641.00	394,641.00	4.37%
G.8110.103	OVERTIME	0.00	0.00	1,000.00	1,000.00	62.63	1,000.00	1,000.00	1,000.00	0.00%
G.8110.104	CSEA LONGEVITY PAY	416.25	416.25	584.00	584.00	582.75	584.00	584.00	584.00	0.00%
G.8110.400	CONTRACTUAL SERVICES	146,192.70	22,599.21	13,750.00	59,655.00	45,688.50	0.00	17,750.00	17,750.00	-100.00%
G.8110.480	OFFICE EXPENSE	9,380.86	9,264.80	10,750.00	10,749.98	6,649.30	10,979.00	10,979.00	10,979.00	2.13%
G.8110.481	TELEPHONE EXPENSE	222.37	180.26	210.00	210.00	52.43	0.00	0.00	0.00	-100.00%
Total Item 8110	SEWER ADMINISTRATION	359,240.82	265,005.44	405,004.00	398,001.73	382,971.70	407,808.00	424,954.00	424,954.00	0.69%

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Type E	Expense									
Fund G	SEWER FUND									
Item 8111	WASTEWATER ENGINEERING STUDY/PLANNING GT									
G.8111.400	WASTEWATER ENGINEERING STUDY/PLANNING GT.CONTRACTUAL SERVICES	0.00	0.00	0.00	4,272.00	0.00	0.00	0.00	0.00	0.00%
Total Item 8111	WASTEWATER ENGINEERING STUDY/PLANNING GT	0.00	0.00	0.00	4,272.00	0.00	0.00	0.00	0.00	0.00%

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Account	Description	2021 Actual	2022 Actual	Original 2023 Budget	Adjusted 2023 Budget	2023 Actual Per 1-12	2024 PROPOSED Stage	2024 REVISED Stage	2024 APPROVED Stage	Variance To 2024 PROPOSED Stage
Type E	Expense									
Fund G	SEWER FUND									
Item 8120	STORM & SANITARY SEWERS									
G.8120.100	PERSONAL SERVICES	128,671.48	111,259.96	163,363.00	113,363.00	86,370.27	157,019.00	157,019.00	157,019.00	-3.88%
G.8120.103	OVERTIME	2,747.20	2,855.59	18,000.00	18,000.00	1,129.28	18,500.00	18,500.00	18,500.00	2.78%
G.8120.104	CSEA LONGEVITY PAY	250.00	250.00	250.00	250.00	0.00	250.00	0.00	0.00	0.00%
G.8120.200	OTHER EQUIPMENT	8,745.70	13,313.00	15,000.00	15,000.00	7,248.27	15,000.00	15,000.00	15,000.00	0.00%
G.8120.201	VEHICLES	71,090.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
G.8120.400	CONTRACTUAL SERVICES	0.00	4,179.40	10,000.00	10,000.00	0.00	10,000.00	10,000.00	10,000.00	0.00%
G.8120.417	GAS & OIL	6,346.70	6,819.12	7,000.00	7,548.48	1,323.17	7,000.00	7,000.00	7,000.00	0.00%
G.8120.440	REPAIRS TO EQUIPMENT	33,654.46	23,458.22	35,000.00	36,363.92	16,645.95	35,000.00	35,000.00	35,000.00	0.00%
G.8120.450	MATERIALS & SUPPLIES	47,961.96	56,045.88	55,000.00	55,000.00	45,308.74	55,000.00	55,000.00	55,000.00	0.00%
G.8120.479	EQUIPMENT RENTAL	0.00	0.00	2,500.00	2,500.00	760.53	2,500.00	2,500.00	2,500.00	0.00%
G.8120.480	OFFICE EXPENSE	288.99	1,379.47	2,000.00	2,000.00	518.00	2,000.00	2,000.00	2,000.00	0.00%
G.8120.503	TOWN OF WALLKILL-VINCENT DR	29,767.94	14,525.74	15,300.00	15,300.00	0.00	15,300.00	15,300.00	15,300.00	0.00%
Total Item 8120	STORM & SANITARY SEWERS	329,524.89	234,086.38	323,413.00	275,325.40	159,304.21	317,569.00	317,319.00	317,319.00	-1.81%

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Type E	Expense									
Fund G	SEWER FUND									
Item 8130	SEWAGE T & D (OLD)									
G.8130.100	PERSONAL SERVICES	424,704.25	311,106.22	360,437.00	325,437.00	277,308.59	344,108.00	299,453.00	299,453.00	-4.53%
G.8130.103	OVERTIME	44,631.76	57,316.71	50,000.00	50,000.00	29,731.15	51,500.00	50,000.00	50,000.00	3.00%
G.8130.104	CSEA LONGEVITY PAY	500.00	1,250.00	1,250.00	1,250.00	250.00	0.00	0.00	0.00	-100.00%
G.8130.200	OTHER EQUIPMENT	137,126.33	148,288.61	90,000.00	114,952.79	50,128.78	113,500.00	113,500.00	113,500.00	26.11%
G.8130.201	SEWAGE T & D (OLD).VEHICLES	33,055.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
G.8130.400	CONTRACTUAL SERVICES	339,647.67	459,809.48	365,450.00	627,515.54	379,740.83	496,475.00	496,475.00	496,475.00	35.85%
G.8130.404	LAB SERVICES	45,427.83	35,609.63	41,250.00	41,250.00	39,677.25	41,250.00	41,250.00	41,250.00	0.00%
G.8130.415	LIGHT & HEAT	295,727.22	303,340.68	323,400.00	408,400.00	304,788.47	427,300.00	417,300.00	417,300.00	32.13%
G.8130.417	GAS & OIL	2,604.96	2,789.64	3,700.00	3,700.00	1,803.33	3,700.00	3,700.00	3,700.00	0.00%
G.8130.433	PERSONNEL TRAINING	905.34	1,363.21	3,000.00	3,000.00	1,363.84	3,000.00	3,000.00	3,000.00	0.00%
G.8130.440	REPAIRS TO EQUIPMENT	96,592.88	114,106.32	102,500.00	110,377.00	72,555.67	100,000.00	100,000.00	100,000.00	-2.44%
G.8130.446	LANDFILL SLUDGE	770,897.12	668,173.04	790,000.00	867,819.48	587,742.55	810,000.00	810,000.00	810,000.00	2.53%
G.8130.450	MATERIALS & SUPPLIES	142,308.77	154,042.09	165,050.00	177,187.79	140,188.51	166,050.00	166,050.00	166,050.00	0.61%
G.8130.458	SEWAGE T & D (OLD).CHEMICALS	29,047.27	38,920.44	45,000.00	45,000.00	28,007.46	45,000.00	40,000.00	40,000.00	0.00%
G.8130.479	EQUIPMENT RENTAL	3,230.39	0.00	1,000.00	1,000.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
G.8130.480	OFFICE EXPENSE	1,544.95	1,538.29	1,500.00	1,500.00	1,461.33	0.00	1,500.00	1,500.00	-100.00%
G.8130.481	TELEPHONE EXPENSE	3,010.04	2,962.48	3,180.00	3,180.00	2,591.99	3,420.00	3,420.00	3,420.00	7.55%
G.8130.502	POLLUTANT DIS PERMIT FEE	15,500.00	15,500.00	16,500.00	16,500.00	0.00	16,500.00	16,500.00	16,500.00	0.00%
Total Item 8130	SEWAGE T & D (OLD)	2,386,462.10	2,316,116.84	2,363,217.00	2,798,069.60	1,917,339.75	2,622,803.00	2,563,148.00	2,563,148.00	10.98%

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Type E	Expense									
Fund G	SEWER FUND									
Item 8888	AUDITING & ACCTING SERV									
G.8888.900	GENERAL EXPENSE	26,388.85	24,734.67	26,000.00	26,000.00	17,554.74	26,000.00	26,000.00	26,000.00	0.00%
Total Item 8888	AUDITING & ACCTING SERV	26,388.85	24,734.67	26,000.00	26,000.00	17,554.74	26,000.00	26,000.00	26,000.00	0.00%

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Type E	Expense									
Fund G	SEWER FUND									
Item 9000	EMPLOYEE BENEFITS									
G.9000.810	STATE RETIREMENT SYSTEM	130,088.70	109,411.14	101,510.00	101,510.00	24,470.38	113,988.00	113,988.00	113,988.00	12.29%
G.9000.830	SOCIAL SECURITY PAYMENTS	58,019.20	46,303.35	74,550.00	74,550.00	52,223.37	74,489.00	74,489.00	74,489.00	-0.08%
G.9000.835	MTA MOBILITY TAX	2,656.41	2,519.48	3,313.00	3,313.00	2,585.78	3,311.00	3,311.00	3,311.00	-0.06%
G.9000.840	WORKMENS COMPENSATION	63,169.41	57,984.22	45,930.00	45,930.00	40,793.32	68,331.00	78,950.00	78,950.00	48.77%
G.9000.850	UNEMPLOYMENT INSURANCE	0.00	0.00	2,923.00	2,923.00	0.00	2,921.00	2,921.00	2,921.00	-0.07%
G.9000.860	STATE HEALTH INSURANCE	178,749.26	164,850.12	256,957.00	256,957.00	138,743.87	286,859.00	286,859.00	286,859.00	11.64%
G.9000.861	HEALTH INS-RETIREEES	94,956.21	126,366.96	137,551.00	137,551.00	124,656.94	192,280.00	192,280.00	192,280.00	39.79%
G.9000.870	UNUSED SICK LEAVE	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	3,000.00	3,000.00	0.00%
G.9000.889	DENTAL/OPTIC INS-CSEA	16,970.29	17,870.20	23,624.00	23,624.00	13,121.02	24,095.00	28,369.00	28,369.00	1.99%
G.9000.891	DENTAL INSURANCE-MGT	1,730.88	1,806.50	4,191.00	4,191.00	3,140.10	4,274.00	0.00	0.00	1.98%
G.9000.893	DISABILITY INSURANCE	759.67	797.71	2,000.00	2,000.00	894.47	2,000.00	2,000.00	2,000.00	0.00%
G.9000.896	MEAL ALLOWANCE	1,200.00	1,530.00	1,800.00	1,800.00	640.00	1,800.00	1,800.00	1,800.00	0.00%
Total Item 9000	EMPLOYEE BENEFITS	548,300.03	529,439.68	659,349.00	659,349.00	401,269.25	779,348.00	787,967.00	787,967.00	18.20%

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Type E	Expense									
Fund G	SEWER FUND									
Item 9500	INTERFUND TRANSFERS									
G.9500.901	TRANS TO CAPITAL PROJECT	71,342.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
G.9500.904	TRANSFER TO GENERAL FUND	450,000.00	0.00	0.00	0.00	0.00	0.00	159,481.00	159,481.00	0.00%
Total Item 9500	INTERFUND TRANSFERS	521,342.96	0.00	0.00	0.00	0.00	0.00	159,481.00	159,481.00	0.00%

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Type E	Expense									
Fund G	SEWER FUND									
Item 9710	SERIAL BONDS									
G.9710.600	PRINCIPLE ON INDEBTEDNESS	979,640.00	1,023,506.00	1,039,704.00	1,039,704.00	1,000,857.00	1,050,187.00	1,050,187.00	1,050,187.00	1.01%
G.9710.701	INTEREST ON INDEBTEDNESS	381,786.33	399,521.11	370,492.00	370,492.00	361,178.92	321,363.00	321,363.00	321,363.00	-13.26%
G.9710.900	GENERAL EXPENSE	52,341.25	43,698.00	36,071.00	36,071.00	36,071.00	34,433.00	34,433.00	34,433.00	-4.54%
Total Item 9710	SERIAL BONDS	1,413,767.58	1,466,725.11	1,446,267.00	1,446,267.00	1,398,106.92	1,405,983.00	1,405,983.00	1,405,983.00	-2.79%

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Type E	Expense									
Fund G	SEWER FUND									
Item 9730	BOND ANTICIPATION NOTES									
G.9730.600	PRINCIPLE ON INDEBTEDNESS	74,098.00	0.00	24,718.00	24,718.00	24,718.00	24,224.00	24,224.00	24,224.00	-2.00%
G.9730.701	INTEREST ON INDEBTEDNESS	3,532.89	90.74	1,848.00	1,848.00	1,847.78	12,751.00	12,751.00	12,751.00	589.99%
G.9730.900	GENERAL EXPENSE	157.76	203.50	500.00	500.00	68.34	5,000.00	5,000.00	5,000.00	900.00%
Total Item 9730	BOND ANTICIPATION NOTES	77,788.65	294.24	27,066.00	27,066.00	26,634.12	41,975.00	41,975.00	41,975.00	55.08%

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Type E	Expense									
Fund G	SEWER FUND									
Item 9785	INSTALLMENT PURCHASE DEBT									
G.9785.600	PRINCIPLE ON INDEBTEDNESS	24,410.75	24,927.78	25,456.00	25,456.00	25,455.78	25,995.00	25,995.00	25,995.00	2.12%
G.9785.701	INTEREST ON INDEBTEDNESS	6,168.67	5,651.64	5,124.00	5,124.00	5,123.64	4,585.00	4,585.00	4,585.00	-10.52%
Total Item 9785	INSTALLMENT PURCHASE DEBT	30,579.42	30,579.42	30,580.00	30,580.00	30,579.42	30,580.00	30,580.00	30,580.00	0.00%
Total Fund G	SEWER FUND	6,141,341.31	5,316,700.34	5,768,935.00	6,153,004.84	4,792,236.68	6,165,870.00	6,267,811.00	6,267,811.00	6.88%

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Type E	Expense									
Fund GA	GOLDENAREA TRANSPORTATION									
Item 5680	GOLDENAREA TRANSPORT									
GA.5680.100	PERSONAL SERVICES	72,495.84	71,369.48	63,167.00	63,167.00	73,211.91	84,500.00	80,413.00	80,413.00	33.77%
GA.5680.103	OVERTIME	233.51	176.03	1,000.00	1,000.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
GA.5680.417	GOLDENAREA TRANSPORT.GAS & OIL	8,217.63	11,907.50	14,500.00	15,553.79	11,583.45	18,000.00	18,000.00	18,000.00	24.14%
GA.5680.440	REPAIRS TO EQUIPMENT	4,772.49	9,406.21	9,000.00	9,000.00	6,369.98	10,000.00	10,000.00	10,000.00	11.11%
GA.5680.481	TELEPHONE EXPENSE	1,920.74	1,622.86	2,250.00	2,373.00	1,476.00	2,250.00	2,250.00	2,250.00	0.00%
GA.5680.495	MISCELLANEOUS	1,029.78	168.74	750.00	750.00	27.00	750.00	750.00	750.00	0.00%
Total Item 5680	GOLDENAREA TRANSPORT	88,669.99	94,650.82	90,667.00	91,843.79	92,668.34	116,500.00	112,413.00	112,413.00	28.49%

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Type E	Expense									
Fund GA	GOLDENAREA TRANSPORTATION									
Item 9000	EMPLOYEE BENEFITS									
GA.9000.810	STATE RETIREMENT SYSTEM	16,246.25	10,153.12	5,213.00	5,213.00	1,831.38	7,006.00	7,006.00	7,006.00	34.39%
GA.9000.830	SOCIAL SECURITY PAYMENTS	5,307.89	5,484.54	6,612.00	6,612.00	5,737.16	6,541.00	6,541.00	6,541.00	-1.07%
GA.9000.835	MTA MOBILITY TAX	244.65	243.76	294.00	294.00	254.99	300.00	300.00	300.00	2.04%
GA.9000.850	UNEMPLOYMENT INSURANCE	0.00	0.00	259.00	259.00	0.00	257.00	257.00	257.00	-0.77%
GA.9000.860	STATE HEALTH INSURANCE	11,350.32	14,353.41	15,789.00	15,789.00	13,303.72	17,270.00	17,270.00	17,270.00	9.38%
GA.9000.861	HEALTH INS-RETIREEES	6,459.24	6,751.44	7,087.00	7,087.00	6,198.92	8,120.00	8,120.00	8,120.00	14.58%
GA.9000.889	DENTAL/OPTIC INS-CSEA	2,076.44	177.41	0.00	0.00	0.00	0.00	2,332.00	2,332.00	0.00%
GA.9000.891	DENTAL INSURANCE-MGT	0.00	1,988.65	2,286.00	2,286.00	1,712.16	2,332.00	0.00	0.00	2.01%
GA.9000.893	DISABILITY INSURANCE	16.62	99.73	150.00	150.00	91.41	150.00	150.00	150.00	0.00%
Total Item 9000	EMPLOYEE BENEFITS	41,701.41	39,252.06	37,690.00	37,690.00	29,129.74	41,976.00	41,976.00	41,976.00	11.37%
Total Fund GA	GOLDENAREA TRANSPORTATION	130,371.40	133,902.88	128,357.00	129,533.79	121,798.08	158,476.00	154,389.00	154,389.00	23.47%

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		Actual	Actual	2023	2023	Actual	PROPOSED	REVISED	APPROVED	PROPOSED
				Budget	Budget	Per 1-12	Stage	Stage	Stage	Stage
Type E	Expense									
Fund V	DEBT SERVICE									
Item 9500	INTERFUND TRANSFERS									
V.9500.904	TRANSFER TO GENERAL FUND	0.00	0.00	350,000.00	350,000.00	0.00	0.00	0.00	0.00	-100.00%
V.9500.905	TRANSFER TO WATER FUND	0.00	0.00	0.00	135,320.00	135,320.00	0.00	0.00	0.00	0.00%
Total Item 9500	INTERFUND TRANSFERS	0.00	0.00	350,000.00	485,320.00	135,320.00	0.00	0.00	0.00	-100.00%

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Budget Preparation Report

Fiscal Year: 2024 Period From: 1 To: 12

Account	Description	2021 Actual	2022 Actual	Original 2023 Budget	Adjusted 2023 Budget	2023 Actual Per 1-12	2024 PROPOSED Stage	2024 REVISED Stage	2024 APPROVED Stage	Variance To PROPOSED Stage
Type E	Expense									
Fund V	DEBT SERVICE									
Item 9710	SERIAL BONDS									
V.9710.601	GENERAL PRINCIPAL-BONDS	674,483.00	576,426.00	592,440.00	592,440.00	592,440.00	608,974.00	608,974.00	608,974.00	2.79%
Total Item 9710	SERIAL BONDS	674,483.00	576,426.00	592,440.00	592,440.00	592,440.00	608,974.00	608,974.00	608,974.00	2.79%

Date Prepared: 11/06/2023 09:16 AM
Report Date: 11/06/2023
Account Table:
Alt. Sort Table:

CITY OF MIDDLETOWN
Budget Preparation Report

Fiscal Year: 2024 Period From: 1 To: 12

Account	Description	2021 Actual	2022 Actual	Original 2023 Budget	Adjusted 2023 Budget	2023 Actual Per 1-12	2024 PROPOSED Stage	2024 REVISED Stage	2024 APPROVED Stage	Variance To 2024 PROPOSED Stage
Type E	Expense									
Fund V	DEBT SERVICE									
Item 9711	GENERAL INTEREST									
V.9711.601	GENERAL INTEREST-BONDS	221,051.19	380,386.66	277,850.89	277,850.89	365,505.07	345,887.00	345,887.00	345,887.00	24.49%
Total Item 9711	GENERAL INTEREST	221,051.19	380,386.66	277,850.89	277,850.89	365,505.07	345,887.00	345,887.00	345,887.00	24.49%

Date Prepared: 11/06/2023 09:16 AM
Report Date: 11/06/2023
Account Table:
Alt. Sort Table:

CITY OF MIDDLETOWN
Budget Preparation Report

Fiscal Year: 2024 Period From: 1 To: 12

Account	Description	2021 Actual	2022 Actual	Original 2023 Budget	Adjusted 2023 Budget	2023 Actual Per 1-12	2024 PROPOSED Stage	2024 REVISED Stage	2024 APPROVED Stage	Variance To 2024 PROPOSED Stage
Type E	Expense									
Fund V	DEBT SERVICE									
Item 9712	WATER PRINCIPAL									
V.9712.601	WATER PRINCIPAL-BONDS	1,176,697.00	1,164,616.00	1,267,702.00	1,267,702.00	1,267,702.00	1,070,685.00	1,070,685.00	1,070,685.00	-15.54%
Total Item 9712	WATER PRINCIPAL	1,176,697.00	1,164,616.00	1,267,702.00	1,267,702.00	1,267,702.00	1,070,685.00	1,070,685.00	1,070,685.00	-15.54%

Date Prepared: 11/06/2023 09:16 AM
Report Date: 11/06/2023
Account Table:
Alt. Sort Table:

CITY OF MIDDLETOWN
Budget Preparation Report

Fiscal Year: 2024 Period From: 1 To: 12

Account	Description	2021 Actual	2022 Actual	Original 2023 Budget	Adjusted 2023 Budget	2023 Actual Per 1-12	2024 PROPOSED Stage	2024 REVISED Stage	2024 APPROVED Stage	Variance To PROPOSED Stage
Type E	Expense									
Fund V	DEBT SERVICE									
Item 9713	WATER INTEREST									
V.9713.601	WATER INTEREST-BONDS	524,211.52	523,476.13	327,616.89	327,616.89	439,725.84	421,269.00	421,269.00	421,269.00	28.59%
Total Item 9713	WATER INTEREST	524,211.52	523,476.13	327,616.89	327,616.89	439,725.84	421,269.00	421,269.00	421,269.00	28.59%

Date Prepared: 11/06/2023 09:16 AM
Report Date: 11/06/2023
Account Table:
Alt. Sort Table:

CITY OF MIDDLETOWN
Budget Preparation Report

Fiscal Year: 2024 Period From: 1 To: 12

Account	Description	2021	2022	Original	Adjusted	2023	2024	2024	2024	Variance To
		Actual	Actual	2023 Budget	2023 Budget	Actual Per 1-12	PROPOSED Stage	REVISED Stage	APPROVED Stage	PROPOSED Stage
Type E	Expense									
Fund V	DEBT SERVICE									
Item 9714	SEWER PRINCIPAL									
V.9714.601	SEWER PRINCIPAL-BONDS	979,640.00	1,023,506.00	1,039,704.00	1,039,704.00	1,039,585.00	1,050,187.00	1,050,187.00	1,050,187.00	1.01%
Total Item 9714	SEWER PRINCIPAL	979,640.00	1,023,506.00	1,039,704.00	1,039,704.00	1,039,585.00	1,050,187.00	1,050,187.00	1,050,187.00	1.01%

Date Prepared: 11/06/2023 09:16 AM
Report Date: 11/06/2023
Account Table:
Alt. Sort Table:

CITY OF MIDDLETOWN
Budget Preparation Report

Fiscal Year: 2024 Period From: 1 To: 12

Account	Description	2021	2022	Original	Adjusted	2023	2024	2024	2024	Variance To
		Actual	Actual	2023	2023	Actual	PROPOSED	REVISED	APPROVED	PROPOSED
				Budget	Budget	Per 1-12	Stage	Stage	Stage	Stage
Type E	Expense									
Fund V	DEBT SERVICE									
Item 9715	SEWER INTEREST									
V.9715.601	SEWER INTEREST-BONDS	381,786.33	399,521.11	370,491.73	370,491.73	361,178.92	321,363.00	321,363.00	321,363.00	-13.26%
Total Item	SEWER INTEREST	381,786.33	399,521.11	370,491.73	370,491.73	361,178.92	321,363.00	321,363.00	321,363.00	-13.26%
9715										

Date Prepared: 11/06/2023 09:16 AM
Report Date: 11/06/2023
Account Table:
Alt. Sort Table:

CITY OF MIDDLETOWN
Budget Preparation Report

Fiscal Year: 2024 Period From: 1 To: 12

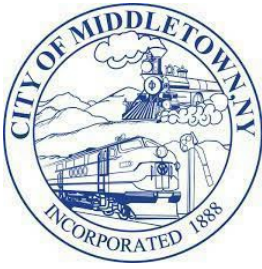
Account	Description	2021 Actual	2022 Actual	Original 2023 Budget	Adjusted 2023 Budget	2023 Actual Per 1-12	2024 PROPOSED Stage	2024 REVISED Stage	2024 APPROVED Stage	Variance To PROPOSED Stage
Type E	Expense									
Fund V	DEBT SERVICE									
Item 9716	COMM DEV PRINCIPAL									
V.9716.702	PRINCIPAL ON NOTES	169,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Item 9716	COMM DEV PRINCIPAL	169,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%

Date Prepared: 11/06/2023 09:16 AM
Report Date: 11/06/2023
Account Table:
Alt. Sort Table:

CITY OF MIDDLETOWN
Budget Preparation Report

Fiscal Year: 2024 Period From: 1 To: 12

Account	Description	2021 Actual	2022 Actual	Original 2023 Budget	Adjusted 2023 Budget	2023 Actual Per 1-12	2024 PROPOSED Stage	2024 REVISED Stage	2024 APPROVED Stage	Variance To 2024 PROPOSED Stage
Type E	Expense									
Fund V	DEBT SERVICE									
Item 9717	COMM DEV INTEREST									
V.9717.701	INTEREST ON INDEBTEDNESS	28,339.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Item 9717	COMM DEV INTEREST	28,339.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Fund V	DEBT SERVICE	4,155,208.04	4,067,931.90	4,225,805.51	4,361,125.51	4,201,456.83	3,818,365.00	3,818,365.00	3,818,365.00	-9.64%
Total Type E	Expense	70,471,111.46	68,614,024.24	63,588,873.51	67,212,466.10	51,765,235.00	68,285,491.61	66,082,430.01	66,082,430.01	7.39%
Grand Total		2,182,411.15	108,749.27	357,144.70	4,490,050.27	(2,790,744.64)	5,467,900.05	107,574.45	107,574.45	1431.00%



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: November 21, 2023

Index No: 221-23

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

Resolution to Accept a \$4000 Grant from the County of Orange for 2023-2024 STOP-DWI High Visibility Engagement

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts a \$4000 grant from the County of Orange for the 2023-2024 STOP-DWI High Visibility Engagement (formerly crackdown campaign).

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an agreement with Orange County for the 2023-2024 STOP-DWI High Visibility Engagement (formerly crackdown campaign) enforcement period of November 1, 2023 through September 30, 2024.

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment authorizes the Treasurer to add the funding to the STOP DWI Crackdown Budget line A.3126.103.

ATTACHMENTS:

[2024 STOP DWI crackdown.pdf](#)

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

October 31, 2023

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

Dear Mayor DeStefano and Members,

Attached please find the contract with the County for our 2023-2024 STOP-DWI High Visibility Engagement (formerly crackdown campaign) enforcement period of November 1, 2023 through September 30, 2024. The total amount of the award is \$4000. Please be kind enough to prepare a resolution authorizing the Mayor to sign the agreement.

This contract must be signed in **blue ink**. Once the contract is signed, please return the original to us for forwarding to the County.

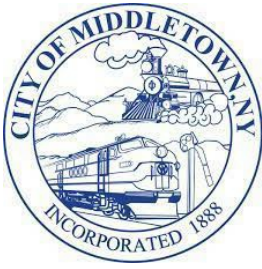
Please add this funding to our STOP DWI Crackdown Budget line A.3126.103.

Thank you.

Very truly yours,

John Ewanciw
Chief of Police

Enclosure
JE: ccd



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: November 21, 2023

Index No: 222-23

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

Resolution Accepting a Donation of \$349 from the Kiwanis Club of Middletown for the Red Oak Tree Planted at Thrall Park to celebrate the 100th Anniversary of the Kiwanis Club

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts a donation in the amount of \$349 from the Kiwanis Club of Middletown to pay for the Red Oak tree planted at Thrall Park to celebrate the 100th Anniversary of the Kiwanis Club.

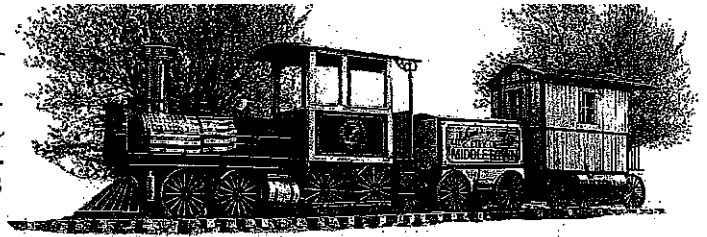
BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to deposit the donation into revenue budget line A.2705.00 Gifts & Donations

ATTACHMENTS:

[Kiwanis Donation Resolution.pdf](#)

Middletown Recreation and Parks Department

893 CR-78, Middletown, New York 10940 Tel: (845)346-4180 Fax: (845)344-2918



Monday, November 13, 2023

RE: Authorization to accept donation

Dear Board of Estimates & Council Members:

The Recreation & Parks Department was given a donation in the amount 349.00 from the Kiwanis Club of Middletown. Please accept this donation and authorize the Treasurer to deposit the donation into revenue budget line A.2705.00 Gifts & Donations. This donation was given to pay for the Red Oak tree planted at Thrall Park to celebrate the 100th Anniversary of the Kiwanis Club.

Sincerely,

A handwritten signature in cursive script that reads "Raelynn Bertholf".

Raelynn Bertholf, Superintendent of Recreation
Middletown Recreation & Parks Department

PO BOX 752
MIDDLETOWN, NY 10940

10/27/23
Date

50-247/219

CHECK ARMOR
MADE IN THE USA

Pay to the Order of MIDDLETOWN REC & PARKS DEPT \$ 349.00

THREE HUNDRED FORTY NINE & 00/100 Dollars

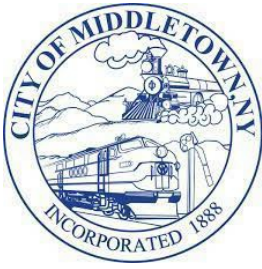
Photo
Safe
Deposit
Dialatoma

ORANGE
Bank & Trust
COMPANY

For (RE) OAK TREE

Keith Hoopel

⑆021902475⑆ 8467315⑈ 0696



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: November 21, 2023

Index No: 223-22

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

Resolution Authorizing an agreement with CivicPlus for the CivicRec Portal for Recreation and Parks Registration Program Registrations

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an agreement with Civic Plus for the CivicRec Portal for Recreation and Parks Program registrations. This will replace the BAS portal.

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$13,233.58, in the following manner, to cover the new CivicRec Portal.

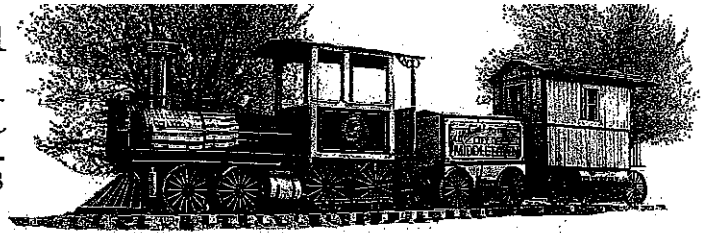
FROM	AMOUNT	TO
A.7321.100 Special Programs -Personal Services	\$13,233.58	A.7020.480 General Recreation – Office Expense

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes to sign the contracts associated with CivicRec in 2023 for the statement of work.

ATTACHMENTS:

Middletown Recreation and Parks Department

893 CR-78, Middletown, New York 10940 Tel: (845)346-4180 Fax: (845)344-2918



Monday, November 13, 2023

RE: Transfer within 2023 Operating Budget

Dear Board of Estimates & Council Members:

The Recreation & Parks Department is requesting authorization for the Treasurer to transfer \$13,233.58 from account A.7321.100 Special Programs - Personal Services to account A.7020.480 General Recreation – Office Expense. This is to cover the NEW CivicRec Portal that will replace our previous BAS registration portal.

We are also requesting the authorization for the Mayor to sign the contracts associated with CivicRec in 2023 for the statement of work.

Sincerely,

A handwritten signature in cursive script that reads "Raelynn Bertholf".

Raelynn Bertholf, Superintendent of Recreation
Middletown Recreation & Parks Department

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-56771-1

11/7/2023 2:21 PM

11/30/2023

Client:

City of Middletown

Bill To:

Middletown NY - CivicRec

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Levi Smith	(785) 323-4791	lesmith@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicRec Premium	Premium Package -Project Coordination -Branded Public Portal -Help Center Access -Access to Live Project Support -Named Implementation Consultant	One-time	USD 1,838.00
4.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time	USD 1,500.00
1.00	CivicRec Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	One-time	USD 750.00
1.00	CivicRec Annual Fee	CivicRec Annual Fee	Renewable	USD 5,389.58
1.00	CivicRec Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -1,244.00
1.00	CivicRec Pay - Forte	CivicRec Pay - Forte		USD 0.00
1.00	CivicRec Pay Annual Fee - Forte	CivicRec Pay Annual maintenance and support fee	Renewable	USD 0.00
1.00	CivicRec Pay Implementation - Forte	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	One-time	USD 0.00
1.00	AudioEye Enterprise	AudioEye Enterprise	Renewable	USD 2,708.33
1.00	CivicRec Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -625.00

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	Document Management	Document Management Module: Enabled to allow customers to upload documents and staff to manage records.	Renewable	USD 3,791.67
1.00	CivicRec Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -875.00

List Price - Year 1 Total	USD 24,149.58
Total Investment - Initial Term	USD 13,233.58
Annual Recurring Services - Year 2	USD 11,523.75

Initial Term & Renewal Date	Beginning at signing and ending 12/31/2024. Renewal Date: January 1 of each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	5% starting in Year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

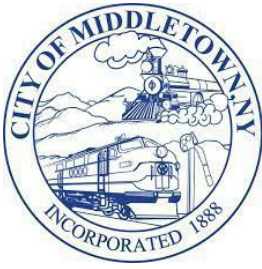
Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: November 21, 2023

Index No: 224-23

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

Resolution Accepting a \$7927 Grant from the County of Orange for the Stop DWI Third Enforcement Period

WHEREAS The City entered into an Inter-Municipal Agreement with the County of Orange and approved by the Common Council in March 2023, for STOP DWI funding for the contract dates of November 11, 2023 through January 1, 2024.

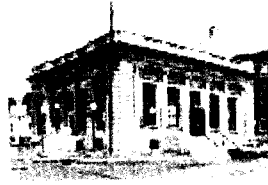
NOW THEREFORE BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts a the third enforcement period funding in the amount of of \$7,927.

BE IT FURTHER RESOLVED concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to deposit the funds into revenue line A.3333. These funds will be expensed from A.3141.103 through Stop DWI overtime entries

ATTACHMENTS:

[DWI 2023 3rd period.pdf](#)

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

November 15, 2023

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

Dear Mayor DeStefano and Members,

The City entered into an Inter-Municipal Agreement with the County of Orange and approved by the Common Council in March 2023, for STOP DWI funding for the contract dates of November 11, 2023 through January 1, 2024.

We were notified that the third enforcement period funding has been awarded in the amount of \$7927, therefore I request to accept the funds to be deposited into revenue line A.3333. These funds will be expensed from A.3141.103 through Stop DWI overtime entries.

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "John Ewanciw", is written over the typed name.

John Ewanciw
Chief of Police

JE: ccd



Steven M. Neuhaus
County Executive

Coordinator
Robert Doss
Deputy Commissioner
Emergency Services

Administrator
John Jones

STOP-DWI / Traffic Safety Programs

22 Wells Farm Road
Goshen, New York 10924
845-615-0575



To: CITY OF MIDDLETOWN Police Department

From: Robert Doss, Deputy Commissioner/Police Services

Date: November 1, 2023

Reference is made to that certain Inter-Municipal Agreement, entered into March 11, 2023 by and between the County of Orange ("County") and the CITY OF MIDDLETOWN ("Municipality") pursuant to which the Municipality agreed to participate in a component of the County's STOP DWI Program that provides reimbursement for certain man hours expended in operating enforcement patrols in its jurisdiction ("Agreement").

In accordance with the Agreement, based on data submitted by the Municipality for the "second" enforcement period, Municipality is hereby awarded the following for the "third" enforcement period of November 11, 2023 thru January 1, 2024 which includes the Thanksgiving, Christmas and New Years holiday weekend enforcement campaigns:

Not to Exceed
80 Hours / \$7927

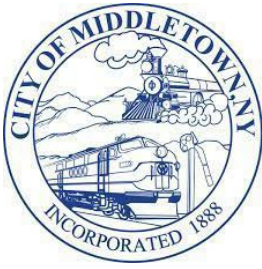
In accordance with the terms of the Agreement, this Award Letter shall be appended to the Agreement and made a part thereof.

Attached to this Award Letter are the following to be completed at the end of the "third" enforcement period for the "third" enforcement period award:

- A Patrol Summary Sheet summarizing all data regarding your department's patrols for the enforcement campaign.
- A Final Reimbursement Claim spreadsheet that must be fully completed with the participating officers' names, hours, and salary/overtime costs per patrol shift.

NOTE: The maximum reimbursement will be time-and-one-half based on the participating officers' hourly rate, and no hourly rate higher than your department's highest-paid Sergeant will be approved.

Thank you for your commitment to deterring intoxicated driving on our County's roadways. If you have any questions, please do not hesitate to contact our office.



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: November 21, 2023

Index No: 225-23

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

Resolution Authorizing \$155,338.12 in Budget Transfers to Cover the Cost of City Paving Projects

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to Transfer \$155,338.12, in the following manner, to cover the cost of City Paving for West Main Lot, Library Lot and Lot 11 (Court St Lot) and 22 North Street Lot). The total cost of the project is \$216,138.84

FROM	AMOUNT	TO
A.1620.455 Paving & Drainage	\$4,000	H.0751.453 Paving of City Streets
A.5110.453	\$5,000	H.0751.453
A.4785 ARPA	\$146,338.12	H.0751.453 Paving of City Streets

ATTACHMENTS:
[Parking Lot Paving.pdf](#)

Richard McCormack

From: Leonora Liz
Sent: Tuesday, November 14, 2023 3:58 PM
To: Richard McCormack; jtawil14@yahoo.com; Mary Connolly
Subject: Paving of Parking Lots

Hello,

Adding this request to the BOE agenda.

Requesting the authorization for the following transfers to cover the cost of City Paving for West Main Lot, Library Lot and Lot 11 (Court St Lot) and 22 North Street Lot) totaling \$216,138.84

FROM	AMOUNT	TO
A.1620.455	\$4,000	H.0751.453
Paving & Drainage		Paving of City Streets
A.5110.453	\$5,000	H.0751.453

Additionally, requesting the use of additional ARPA funding in the amount of \$146,338.12.

FROM	AMOUNT	TO
A.4785	\$146,338.12	H.0751.453
ARPA		Paving of City Streets

Thank you,

Kind Regards,

Leonora Liz
City Treasurer



(W) www.middletownny.gov | (A) 16 James Street, Middletown, NY 10940 | (P) 845-346-4153 | (F) 845-343-1101

"To handle yourself, use your head; to handle others, use your heart. " – Eleanor Roosevelt

From: Joseph DeStefano <mayordestefano@yahoo.com>
Sent: Monday, November 13, 2023 4:40 PM
To: Leonora Liz <LLiz@MiddletownNY.gov>
Subject: Re: Paving of Parking Lots

ok
Joe

On Monday, November 13, 2023 at 04:28:44 PM EST, Leonora Liz <lliz@middletownny.gov> wrote:

Hi Joe,

May we use ARPA funding to cover the cost of the paving below? A remaining \$146,366.12 is needed.

- West Main Lot
- Library Lot
- Lot 11 (Courtland St lot) & 22(North street lot)

Kind Regards,

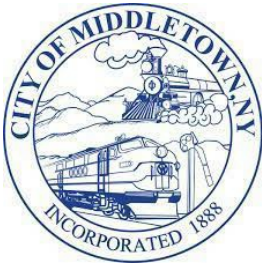
Leonora Liz

City Treasurer



(W) www.middletownny.gov | (A) 16 James Street, Middletown, NY 10940 | (P) 845-346-4153 | (F) 845-343-1101

"To handle yourself, use your head; to handle others, use your heart. " – Eleanor Roosevelt



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: November 21, 2023

Index No: 226-23

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

Resolution Authorizing an Amendment and Extension to the Goldenarea Senior Transportation Agreement with the County of Orange

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment authorizes an amendment and extension to the Goldenarea Senior Transportation agreement with Orange County, and authorization for the Mayor to sign it. The total increased cost of the program is \$171,353.50 and Orange County's increased contribution is \$48,835.50.

ATTACHMENTS:

[Amendment #4 \(2023\)- v.pdf](#)

[Disclosure of Prior Non-Responsibility Determinations.pdf](#)

[Iran Divestment Act Certification.pdf](#)

[Pay to Play.pdf](#)

[Insurance Requirement Memo - 2023 \(002\).pdf](#)

AMENDMENT ~~and EXTENSION~~ AGREEMENT

This Amendment ~~and Extension~~ Agreement ("Amendment #4"), effective as of ~~October~~ November 8, 2023 ~~January 1, 2023~~ ("Effective Date") and as set forth herein, modifies that certain Agreement for Vendor Services effective January, 2021 ("Agreement"), as previously amended and extended by that certain Amendment and Extension Agreement effective as of January 1, 2022 ("Amendment #1"), as previously amended by that certain Amendment Agreement effective as of September 1, 2022 ("Amendment #2"), ~~,"~~ as previously amended and extended by that certain Amendment and Extension Agreement effective as of January 1, 2023 ("Amendment #3"), by and between the **County of Orange**, a municipal corporation and one of the Counties of the State of New York, with offices at 255-275 Main Street, Goshen, New York 10924 ("County"), and **the City of Middletown**, a municipal corporation with principal offices at 16 James Street, Middletown, New York 10940 ("Vendor"). County and Vendor may be referred to herein individually as a "Party" or collectively as the "Parties."

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RECITALS

WHEREAS, County, through its Office for the Aging ("OFA") issued a request on November 25, 2020 seeking proposals for Title III-B Senior Transportation ("RFP- OFA01-20");

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WHEREAS, Vendor submitted a proposal dated December 22, 2020 in response to RFP- OFA01-20 ("Vendor's Proposal"), which is superseded and replaced by the terms set forth on the Exhibit A-1, which was reviewed and selected by OFA;

WHEREAS, the Parties entered into the Agreement pursuant to which Vendor agreed to provide the Title III-B Senior Transportation identified in RFP-OFA01-20 and Vendor's Proposal ("Services");

WHEREAS, the term of the Agreement was for one (1) year, commencing on January, 2021 and ending on December 31, 2021 ("Initial Term");

WHEREAS, the Agreement provided for the renewal and extension thereof, for up to four (4) additional periods of one (1)-year each, at County's sole option;

WHEREAS, the Parties agreed by that certain Amendment and Extension Agreement dated January 1, 2022 (Amendment #1), ~~agreed~~ to renew and extend the Agreement for an additional period of one (1) year, commencing on January 1, 2022 and ending December 31, 2022, at a cost not to exceed \$25,635.00 ("Renewal Term #1"); and

WHEREAS, the Parties agreed by that certain Amendment Agreement dated September 1, 2022 (Amendment #2), ~~agreed~~ to increase available funding from \$25,635.00 to \$37,635.00 during ~~R~~renewal ~~T~~term #1.

WHEREAS, the Parties agreed by that certain Amendment ~~and Extension~~ Agreement dated January 1, 2023 (Amendment #3), ~~agreed~~ to extend the Agreement for an additional period of one (1) year commencing on January 1, 2023 and ending on December 31, 2023 ("Renewal Term #2") at a not to exceed cost of \$25,635.00; increase available funding from \$37,635.00 to

~~\$63,270.00 during renewal term #2.~~

WHEREAS, the Parties now desire to amend the Agreement by increasing funding by \$23,200.50 for Renewal Term #2 for the ~~S~~services based on actual expenses of the Vendor.

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NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this Amendment #4 as if set forth at length herein.

~~2. The Amendment Agreement is hereby extended for an additional one (1) year period commencing on January 1, 2023 and ending on December 31, 2023 (Renewal Term #2)~~

~~3. Pursuant to Paragraph 2 hereof, Article 2 of the Agreement entitled "Term of Agreement" is hereby amended to reflect the end date of Renewal Term #2 which is December 31, 2023.~~

24. The not to exceed cost to be paid by the County to Vendor during ~~R~~renewal Term #2 is ~~hereby increased by \$23,200.00 to~~ \$48,835.~~50~~~~50~~ as set forth on the annexed Schedule B-3, which is hereby incorporated into and made part of this Amendment #4.

34. Pursuant to Paragraph 42 above, the not to exceed cost set forth in Article 3 of the Agreement, is hereby amended to an aggregate sum of \$112,105.~~50~~.

54. The annexed Schedule B-3 hereby supersedes and replaces Schedule B-2 (annexed to the Amendment #3) in its entirety.

56. Sexual Harassment Certification by Vendor. Pursuant to the New York State Finance Law §139-l, by execution of this Amendment #4, Vendor and the individual signing this Amendment #4 on behalf of the Vendor certifies, under penalty of perjury, that Vendor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

<https://www.orangecountygov.com/1137/Human-Resources>.

67. Except as modified by this Amendment #4, the Agreement remains unchanged and in full force and effect. The terms used in this Amendment #4, unless otherwise defined herein, shall have the meanings as set forth in the Agreement. If there shall be any conflict or inconsistency

between the terms and conditions of this Amendment #4 and the Agreement, the terms and conditions of this Amendment #4 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment #4 to be executed by their duly authorized officers as of the date last written below, to be effective as of the Effective Date.

County of Orange

By: _____
Name: Stefan (“Steven”) M. Neuhaus
Title: County Executive

DATE: _____

City of Middletown

By: _____
Name: Joseph DeStefano
Title: Mayor

DATE: _____

SCHEDULE B-3
FEES AND EXPENSES

UNITS OF SERVICE	UNIT COST	TOTAL BUDGET/ COST OF SERVICE
8,250 units of Transportation	\$20.77 (per one way trip per person)	\$171,353.50

The COUNTY and VENDOR agree that the sources utilized to fund the Total Cost of Service of \$171,353.50 shall be as follows:

(a) Area Agency Funds – For the satisfactory provision of the SERVICES, the COUNTY will reimburse VENDOR in a total amount not to exceed \$48,835.~~550~~;

(b) Anticipated Income – Voluntary contributions in the amount of \$8,568.00 anticipated to be received during the term of this Agreement from those individuals who receive the SERVICES from VENDOR pursuant to this Agreement, which shall be retained by VENDOR and used to expand the SERVICES; and

(c) Subcontractor Funds – VENDOR shall contribute the sum of \$113,949. to the cost of the SERVICES after application of those voluntary contributions received from those individuals who receive the SERVICES.

Please Note - Vendor acknowledges and understands that the risk that the voluntary contributions actually received may be less than the \$8,568.00 projected on Schedule B-3 to the Agreement shall be borne by Vendor.

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

See instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract: _____

Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above names individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

Instructions for Completing the Offeror Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provisions of false or incomplete information to a Governmental Entity. The terms "Offeror" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j(10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplemental or Change Order. This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that:

By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Offeror cannot make the certification, the Offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Offeror who cannot make the required certification on a case-by-case basis if:

1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE



COUNTY OF ORANGE / Department of General Services

STEVEN M. NEUHAUS
County Executive

22 WELLS FARM ROAD
GOSHEN, NEW YORK 10924
TEL: (845) 291-2792
FAX: (845) 360-7206

TO: Potential Contractors with Orange County, NY
FROM: James Burpoe, Commissioner of General Services
DATE: June 19, 2017
RE: Orange County, New York's Pay-to-Play Law.

Thank you for your interest in contracting with Orange County, NY.

Please know that Orange County has enacted Local Law No. 13 of 2013, as amended, and known as "Pay-to-Play", which prohibits the making of certain contracts with entities or persons which have made campaign contributions **on or after January 1, 2014** above a certain level to County Legislators, the County Executive, the Sheriff, the District Attorney, or the County Clerk, if that contract must be approved or voted on by such individual.

Exemptions from the Pay-to-Play law:

1. Contracts that do not fall under the definition of contracts under the Law (e.g. licenses).
2. Contracts with a political subdivision of the state of New York, school districts or state or federal governments.
3. Contracts which are issued as:
 - a. Project Labor Agreements;
 - b. Contracts required to be awarded to the lowest bidder under New York State law;
 - c. Early Intervention and/or Pre-School Special Education contracts required to be entered into pursuant to New York State law;
 - d. Contracts between parents/legal guardians/or their designees and the County for transporting children to an Early Intervention and/or Pre-School Special Education provider;
 - e. Procurements authorized by General Municipal Law §103(3) (purchase through another New York state county's contract);
 - f. Procurements authorized by General Municipal Law §104 (purchases through the New York State Office of General Services);
 - g. Procurements authorized by General Municipal Law §103(16) (piggyback contracts through other governmental entities);
 - h. Contracts awarded to Preferred Sources as authorized by State Finance Law §162;
 - i. Sole Source or Single Source provider contracts;
 - j. Contracts awarded to a contractor of another unit of government, which is passing through funds of that other unit of government or acting on behalf of the other unit of government; or
 - k. Emergency Contracts.
4. Any campaign donation made prior to January 1, 2014.

For those contracts Pay-to-Play applies to, prior to awarding a contract, the law requires the County to run various names associated with your "Professional Business Entity" (as defined in Section 2(d) of the law), through a campaign donor database to confirm that campaign contributions from the Professional Business Entity were not in excess of those permitted by Pay-to-Play. To accomplish this, you will need to supply particular information to the County relative to your Professional Business Entity.

Please return FORM A with your quote/bid/proposal/qualifications/application/etc.. This is the form which discloses information about your Professional Business Entity. Please know that if a disqualifying campaign contribution was made, that can be cured by requesting, and receiving, a return of the excess contribution within thirty (30) days of the date of the request.

If you are awarded a contract, please sign and return with your signed contract, **FORM B** – a Campaign Contribution Statement.

Should you desire a copy of the Pay-to-Play Local Law, please call the Department of General Services at (845) 291-2792 or visit <http://orangecountygov.com/content/124/1332/1392/default.aspx>.

FORM A

TO BE RETURNED WITH QUOTE/PROPOSAL/QUALIFICATIONS/APPLICATION/ETC.

The Orange County Pay-to-Play Law applies to Professional Business Entities who contract with Orange County, **except:**

1. Contracts that do not fall under the definition of contracts under the Law (e.g. licenses).
2. Contracts with a political subdivision of the state of New York, school districts or state or federal governments.
3. Contracts which are issued as:
 - a. Project Labor Agreements;
 - b. Contracts required to be awarded to the lowest bidder under New York State law;
 - c. Early Intervention and/or Pre-School Special Education contracts required to be entered into pursuant to New York State law;
 - d. Contracts between parents/legal guardians/or their designees and the County for transporting children to an Early Intervention and/or Pre-School Special Education provider;
 - e. Procurements authorized by General Municipal Law §103(3) (purchase through another New York state county's contract);
 - f. Procurements authorized by General Municipal Law §104 (purchases through the New York State Office of General Services);
 - g. Procurements authorized by General Municipal Law §103(16) (piggyback contracts through other governmental entities);
 - h. Contracts awarded to Preferred Sources as authorized by State Finance Law §162;
 - i. Sole Source or Single Source provider contracts;
 - j. Contracts awarded to a contractor of another unit of government, which is passing through funds of that other unit of government or acting on behalf of the other unit of government; or
 - k. Emergency Contracts.
4. Any campaign donation made prior to January 1, 2014.

The definition of Professional Business Entity under the law is: “an individual, person, firm, corporation, professional corporation, partnership, organization, union, or association in the rendering of any work contracted through the County. The definition of a Professional Business Entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners, officers in the aggregate, as well as any subsidiaries directly controlled by the Professional Business Entity. The term Professional Business Entity does not include a political subdivision of the state of New York (i.e., municipalities), school districts, state and/or federal governments.”

Please provide the following information AS APPLICABLE to your Professional Business Entity. Please attach additional pages as necessary and note the attachment in the response below:

1. The name and business address of your Professional Business Entity (if your business is a partnership, limited liability partnership or joint venture, please list all partners and Entity names and addresses):

2. If your entity is a Corporation or Business Trust, list the names and addresses of owners of 10% or more of the equity:

3. If your Entity is a Corporation, Professional Corporation, Limited Liability Company or Business Trust, list all officers' names and addresses (include for each Entity in a joint venture):

4. The name(s) and address(es) of any subsidiary directly controlled by your Professional Business Entity are:

Signature

Date

Print Name

Title

FORM B - CAMPAIGN CONTRIBUTIONS STATEMENT

MUST BE SUBMITTED PRIOR TO EXECUTION OF A CONTRACT BY THE COUNTY.

This sworn (or affirmed) statement is made under penalty of perjury.

_____ being duly sworn, deposes and says:
(Print Signatory's Name)

1. I am making this affidavit as part of the contractual obligation between the Professional Business Entity (as defined by Section 2(d) of the Orange County, New York "Pay-to-Play" local law) identified below, and the County of Orange New York ("County").
2. I acknowledge that I am signing this affidavit on behalf of the Professional Business Entity identified below.
3. I understand that this is an affidavit sworn to under penalty of perjury and, if false, may lead to criminal and/or civil action against me and/or the Professional Business Entity.
4. I am familiar with the County's Orange County, New York Pay-to-Play Local Law (the "Law"), which has been made available to me.
5. With the except of campaign contributions made prior to January 1, 2014, the Professional Business Entity identified herein has not knowingly made a campaign contribution in violation of the Law during the four (4) years preceding the date of execution of this statement, and has not made or solicited contributions through intermediaries, third parties, or immediate relatives for the purposes of concealing the source of the contribution during that same four (4) year period.
6. I am duly authorized to certify, under penalty of perjury, on behalf of the Professional Business Entity that the Professional Business Entity:
 - (i) has not knowingly made a contribution in violation of the Law during the four (4) years preceding the date of this certification (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law); and,
 - (ii) has not made or solicited contributions through intermediaries, third parties, or immediate relatives for the purpose of concealing the source of the contribution during that same four (4) year time period (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law).
7. I understand that any Professional Business Entity that submits a false Contribution Statement to the County will have its contract with the County declared null and void and will be disqualified from being awarded any contract with the County for a period of four (4) years from the date of filing of the false sworn Contributions Statement and the matter shall be referred to the District Attorney for prosecution.
8. I acknowledge and agree, on behalf of the Professional Business Entity submitting this Form, that the Professional Business Entity has a continuing duty to report any violation of the Law that may occur during the solicitation process, negotiation, or duration of a contract.

9. I understand that any Professional Business Entity which violates Section 3 of the Law shall be in material breach of the terms of the contract, that the contract may be terminated, and the County Attorney shall seek damages against the Professional Business Entity as provided for in the contract.

10. I understand that any Professional Business Entity who violates Section 3 of the Law shall be disqualified from eligibility for submission of proposals, bids, quotes or applications for future contracts for a period of four (4) calendar years from the date of such violation.

11. By executing this certification, the Professional Business Entity agrees that, per Section 10 of the Law, the "regulatory and penalty provisions" of the Law are incorporated by reference into its contract with the County.

Print Name of Professional Business Entity

Signature

Date

Print Name

Title

STATE OF _____

SS:

COUNTY OF _____

The undersigned issued an oath or affirmation to the above signed wherein the above signed solemnly swore that the contents of this affidavit subscribed by such person are true and correct or alternatively that such person solemnly, sincerely and truly declared and affirmed that the statements made by the above signed are true and correct.

Notary Public

My Commission Expires

Date

**COUNTY OF ORANGE
DEPARTMENT FOR THE AGING**



40 Matthews Street, Suite 305
Goshen, New York 10924
(845) 615-3726
FAX (845) 360-9266

MEMORANDUM

To: All Contracted Vendors
From: Joseph J. Malfa, Fiscal Manager
Date: 12/01/2022
Subject: Insurance Requirements

Please note the following insurance guidelines for vendors providing services for the Orange County Office For the Aging

The minimum requirements for insurance are as follows:

Type of Coverage	Limits of Coverage
Worker's Compensation	Statutory
Disability Benefits	Statutory
Professional Liability	\$1,000,000 each occurrence
(if commercially available for your profession)	\$3,000,000 aggregate

The certificate holder is to be addressed as follows:

**County of Orange
c/o Orange County Office For the Aging
40 Matthews Street, 3rd Floor, Suite 305
Goshen, NY 10924**

County of Orange or the certificate holder (as written above) is to be listed as **additional insured** with respects to liability and the work performed for Orange County. Professional liability is required for anyone who provides counseling services. If professional liability is listed on a separate certificate no additional insured statement is required.

Insurance coverage is required for the length of the contract. It is the responsibility of the vendor to provide updated insurance certificates upon expiration.

The following is a list of accepted forms:

Employer's Liability, General Liability, Professional Liability, Automobile Coverage

- A) ACORD form 25-S is acceptable proof of Coverage.

Workers' Compensation Requirements under Workers' Compensation Law §57

- A) CE-200 (replaces WC/DB-100), Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. Starting December 1, 2008, ONLY applicants eligible for exemptions must file a new CE-200 for each and every new or renewed permit, license or contract issued by a government agency. Each CE-200 will specifically list the issuing government agency and the specific type of permit, license or contract requested by the applicant..

An instruction manual that will further clarify the requirements, including instructions for the CE-200 exemption form, is available to download at the Workers' Compensation Board's website, www.wcb.ny.gov. Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts.

OR

- B) C-105.2 -- Certificate of Workers' Compensation Insurance. **PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3; **OR**
- C) SI-12 -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

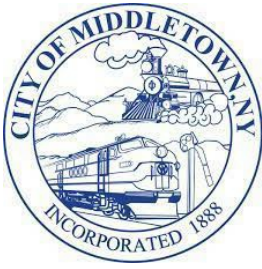
Disability Benefits Requirements under Workers' Compensation Law §220(8)

- A) CE-200 (replaces WC/DB-100), Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. Starting December 1, 2008, ONLY applicants eligible for exemptions must file a new CE-200 for each and every new or renewed permit, license or contract issued by a government agency. Each CE-200 will specifically list the issuing government agency and the specific type of permit, license or contract requested by the applicant..

An instruction manual that will further clarify the requirements, including instructions for the CE-200 exemption form, is available to download at the Workers' Compensation Board's website, www.wcb.ny.gov. Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts.

OR

- B) DB-120.1 -- Certificate of Disability Benefits Insurance; **OR**
- C) DB-155 -- Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: November 21, 2023

Index No: 227-23

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

Resolution Authorizing a Renewal Agreement with Nearmap for the Assessor' Office

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes renewing of an agreement with Nearmap for the Assessor's Office. Nearmap is a mapping company that captures aerial imagery twice a year for the City.

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign the agreement.

ATTACHMENTS:

[Nearmap contract 2024.pdf](#)

RENEWAL QUOTE

Nearmap US, Inc.

10897 South River Front Parkway, Suite 150

South Jordan, UT 84095 USA

Phone: +1 (801) 609 7250

Customer Name	City of Middletown, NY	Quote Number	Q094191
Contract Commencement	Contract commences upon signing of quote.	Quote Expiry	01/11/2024
Subscription Term	12 Month	Account Rep	Stephanie Nagle stephanie.nagle@nearmap.com
Subscription Start Date	01/11/2024	Payment Term	Net 30
		Payment Method	Invoice
Bill To	City of Middletown, NY Marianne Feely 16 James Street, Middletown, New York, 10940 8453464141 mfeely1@middletown-ny.com	Ship To	City of Middletown, NY Marianne Feely 16 James Street, Middletown, New York, 10940 8453464141 mfeely1@middletown-ny.com <i>mfeely@middletownny.gov</i>

PRODUCT	ALLOWANCE	COVERAGE	SEATS
GeoData Link	NA	Nationwide	NA
3D Viewer	NA	Nationwide	NA
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
Subtotal			\$2,500.00
Estimated Tax			\$0.00
Total			USD \$2,500.00

ACCEPTANCE OF Q094191 will constitute an Agreement with Nearmap

By selecting "Yes" or **signing below**, you acknowledge that (a)(i) the attached terms and conditions will continue to form part of the Agreement with the Licensee, (ii) the Additional Terms and Conditions in the latest signed Quote between the Licensee and Nearmap applies to this Renewal Quote, unless otherwise specified in Schedule 1 of this Renewal Quote, and (iii) the Product-Specific Terms set out in <https://www.nearmap.com/us/en/legal/product-agreements> applies to this Renewal Quote, (b) you have the authority to agree to this Renewal Quote, (c) you agree to pay the fees set forth herein. You acknowledge that the Coverage Area by Nearmap is outlined at <https://www.nearmap.com/us/en/current-aerial-maps-coverage>.

Note: The terms of your Agreement remain the same unless varied by this Renewal Quote. The total in this Renewal Quote is only an estimate of your next invoice. Final credits and amendments to the subscription is dependent upon the date this Renewal Quote is accepted.

Signature / Digital Acceptance:

Date:

Full Name:

Position:

PO Number (if required):

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

Additional Terms and Conditions



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

PRODUCTS AGREEMENT

Recitals

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

Definitions of capitalized words are set out in section B.1717 of the Agreement.

1. GRANT OF LICENSE TO USE PRODUCTS

- 1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products only for the Permitted Purpose (the "**License**").
- 1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.
- 1.3 **Renewal** Unless otherwise notified by the Licensee in writing at least thirty (30) days prior to the expiry of the Term of its intention not to renew this Agreement and subject to any amendments to this Agreement required by Nearmap, the Term will automatically be renewed for successive renewal terms of twelve (12) months each (each a "**Renewal Term**").
- 1.4 **Product Updates** Nearmap may from time to time supply the Licensee with a Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the new Product from the date of delivery from Nearmap.
- 1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies, or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Product or Derivative Works.
- 1.6 **Data Use for Government Products** Nearmap measures data usage by the Licensee under this License for Government Products. When using Government Products, Nearmap's Fair Use Policy regulates the Licensee's consumption of data during the Term (or Renewal Term). The following conditions also apply to the Licensee's use of Government Products:
 - (a) the amount of data used by the Licensee on the Government Products will be monitored and then calculated at the end of every Term or Renewal Term based on the total data of all users who access and use the Licensee's Nearmap account during that Period; and
 - (b) if the Licensee elects to download and/or export Government Products available to the Licensee on the Website, this will be applied to the calculation of the Licensee's use of the Government Products.
- 1.7 **Allowance for Non-Government Products** Non-Government Products licensed to the Licensee may be subject to additional Allowance, Periodic Allowance, or Periodic Data Allowance terms that are published in the Product-Specific Terms, and if applicable, the Periodic Allowance Section.
- 1.8 **Unavailability** Subject to section 12, if a Product is not available for a period of three (3) consecutive days, the Term will be extended by the period of such unavailability.

2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

- 2.1 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease, or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.
- 2.2 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including but not limited to the Licensee's subsidiaries, affiliates, any lower or higher tiered governments and any neighboring local government).
- 2.3 **Employees** Subject to sections 1.1 and 1.2, the Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. These employees are deemed to be Authorized Users. The Licensee is responsible and liable for all Authorized Users who use the Licensee's account access details or use Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.

- 2.4 **No machine learning** The Licensee must not conduct machine learning work

in connection with this Agreement on any Products, which includes but is not limited to running any:

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

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

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

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

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

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

- 2.8 **Breach** If the Licensee breaches any of sections 2.1 to 2.7 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law.

3. THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES

- 3.1 **Authorized Users** Any password issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User who is not the person to whom it was issued, or the number of Authorized Users has been exceeded, Nearmap may:

- (a) cancel that user's access;
- (b) immediately cease the Licensee's access to the Product;
- (c) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or
- (d) exercise any other right available to Nearmap under the terms of this Agreement or at law.

3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website and APIs remain available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. The Licensee may elect to subscribe to the Nearmap status page at <https://status.nearmap.com/> to receive notifications and updates relating to planned maintenance and uptime/downtime of the Website and APIs. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:

- (a) allocate such resources as may be necessary to remedy the Fault; and
- (b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.

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

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

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

3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion:

- (a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant;
- (b) recover the reasonable cost of the audit if additional Fees exceed 5% of the Fees paid during the audit period; and
- (c) terminate this Agreement in accordance with section 6.1. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.

4. FEES

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

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

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

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

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

4.6 **Late Payment** If a scheduled Fee payment is still overdue after seven (7) days' notice from Nearmap, to remedy the payment default, the Licensee agrees that Nearmap may immediately limit or terminate access to the Products provided under this License.

4.7 **Amendments** Subject to section 1.3, Nearmap may, at its absolute discretion, increase the price, for the Products at the end of the Term by an amount which reflects up to the current rate of Inflation plus 2.5%.

5. THE LICENSEE'S WARRANTIES

5.1 **Warranty** The Licensee warrants that:

- (a) any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;
- (b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;
- (c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and
- (d) the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:
 - (i) License;
 - (ii) Products; and
 - (iii) Website.

6. TERMINATION AND EXPIRY

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

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

- (a) the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;
- (b) the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or
- (c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints, or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act, or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof, or admits in writing its inability to pay its debt generally as they become due.

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

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

- (a) the Licensee immediately terminates and the Products will no longer be available to the Licensee;
- (b) the Licensee must immediately destroy, delete, or return to Nearmap all Products; and
- (c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.

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

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

7. INTELLECTUAL PROPERTY

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

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

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

8. THIRD PARTY PROVIDERS

8.1 The Licensee acknowledges and accepts that Nearmap engages with Third Party Providers in order to provide the Products under this Agreement. The provision of the Products is contingent upon adequate delivery of products and services by those Third Party Providers and are subject to those Third Party Provider terms and conditions (as updated from time to time). By entering into this Agreement, the Licensee agrees that where applicable they must comply with those terms and conditions which are applicable to the use of those Third Party Providers products, where incorporated into Nearmap's Products. Nearmap have set out the type of Third Party product or services incorporated into Nearmap's Products and the relevant Third Party Providers terms and conditions below for reference.

- (a) **Google** – https://maps.google.com/help/terms_maps.html in connection with the use of Google Street Maps;
- (b) **NASA/NCAS** – <https://www.nearmap.com/au/en/legal/copyright> in connection with viewing satellite imagery on the Website; and
- (c) **Precisely** – <https://www.precisely.com/legal/licensing/software-and-data-end-user-license-agreement> in connection with viewing property datasets on the Website and/or through an API.

9. WARRANTY AND LIABILITY

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

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

FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.

9.3 **NO REPRESENTATIONS** WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS, AND THE WEBSITE, NEARMAP AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS, OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE AND/OR OBTAINED THROUGH AN API. THE PRODUCTS, THE WEBSITE AND APIS MAY BE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES, AND DISTORTIONS, AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS, THE WEBSITE OR APIS.

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

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

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

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

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

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

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

10. **COPYRIGHT COMPLAINTS**

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

10.2 The Licensee must:

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

10.3 Nearmap will have no liability for any Infringement Claim:

- (a) that arises from any:
 - (i) use of the Product in violation of this Agreement;
 - (ii) modification of the Product by anyone other than Nearmap, or a party authorized by Nearmap, in writing to modify the portion of the Product

- (iii) applicable to the Infringement Claim; or
- (iii) third-party products, services, hardware, software, or other materials, or a combination of these with the Products, which would not be infringing without this combination; or

(b) if the Licensee fails to comply with section 10.2.

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

11. **PRIVACY POLICY**

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

11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products, or anything related to the usage of the product from Nearmap, but prior written consent is required to receive by email direct marketing communications from Nearmap.

11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products.

12. **FORCE MAJEURE**

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

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

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

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

13. **CONFIDENTIALITY**

13.1 Subject to any other written agreements between the parties in connection with this Agreement, any information provided in writing or orally or data provided by either party under this Agreement ("**Discloser**") to the other party ("**Recipient**") and marked or identified as proprietary or Confidential Information shall not be disclosed for a period of three (3) years from termination or expiry of this Agreement, unless mutually agreed in writing by the parties. The parties will disclose Confidential Information only to their employees who have a need to know for the purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect their own confidential or proprietary information of similar nature and with no less than reasonable care.

13.2 The confidentiality obligations do not apply to the Recipient if:

- (a) the Discloser has first agreed in writing to the particular disclosure, use, or copying;
- (b) the Confidential Information was generally known by or available to the public through no wrongful act of the Recipient or otherwise than as a consequence of a breach of this Agreement;
- (c) the Confidential Information was received by the Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the Confidential Information; or
- (d) the disclosure of Confidential Information is legally compelled due to compliance with federal and state laws or an order by a court.

13.3 Immediately upon termination or expiry of this Agreement, the Recipient must (at its expense):

- (a) cease all use of the materials and Confidential Information;
- (b) destroy or return (at the Discloser's discretion) the Confidential Information to the Discloser together with all copies, reproductions and summaries of the same;
- (c) destroy all of its notes, memoranda and records (in whatever form) containing, referring to or based on the Confidential Information;
- (d) ensure that any person who receives the Confidential Information by the Recipient's authority returns the Confidential Information to the Discloser in any form in which it is held or destroys it and gives evidence of its destruction to the Discloser; and
- (e) provide to the Discloser a written certificate confirming compliance with the requirements under this section.

14. **NOTICES**

14.1 All notices and consents will be in writing and will be considered delivered and

- effective upon receipt (or when delivery is refused) when:
- (a) personally delivered;
 - (b) sent by registered or certified mail (postage prepaid, return receipt requested);
 - (c) sent by nationally recognized private courier (with signature required and all fees prepaid); or
 - (d) sent by email with confirmation of transmission.
- 14.2 Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150, South Jordan, UT 84095, USA, or at another address as a party may designate in writing.
15. **TECHNOLOGY EXPORT**
- The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap, or otherwise remove it from the United States or Canada, except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.
16. **MISCELLANEOUS TERMS**
- 16.1 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with Nearmap's existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to Nearmap from time to time.
- 16.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.
- 16.3 **Precedence of Documents** This Agreement is comprised of:
- (a) the Additional Terms and Conditions under Schedule 1;
 - (b) the Quote and attached Schedules;
 - (c) any Product-Specific Terms; and
 - (d) this products agreement.
- If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence. If the Licensee purchases the Products through a reseller, the terms and conditions under this Agreement will apply. This Agreement between Nearmap and the Licensee supersedes all terms and conditions attached to the Licensee's and/or reseller's purchase order.
- 16.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.
- 16.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.
- 16.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 16.7 **Severability** If one or more of the terms of this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.
- 16.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.
- 16.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 16.10 **Entire Agreement** This Agreement:
- (a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
 - (b) supersedes any prior agreement or understanding on anything connected with that subject matter.
- 16.11 **Counterparts** This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.
- 16.12 **Language** The parties have expressly agreed that this Agreement, and all ancillary agreements, documents, or notices relating to the Agreement, be drafted solely in the English language. Les parties aux présentes ont expressément convenu que cet accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.
- 16.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee conducts business (without giving effect to the conflicts of laws provisions thereof).
17. **DEFINITIONS**
- In this Agreement:
- Additional Terms and Conditions** means the additional terms and conditions (if any) set out in the Quote.

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

Allowance means any usage allowance the Licensee is permitted to use and/or drawn down against for any Licensed Non-Government Products as specified the Quote.

API means application programming interface.

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

Business Days means any day other than a Saturday, a Sunday or a recognized public holiday in the State of Utah, USA.

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

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

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

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

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

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

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

Discloser has the meaning given in section 13.1.

Fair Use Policy means the policy as attached to the Quote.

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

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

Force Majeure Event has the meaning given in section 12.1.

Government Products means any Products specified in the Quote that are described as "Nearmap Vertical for Government" and "Nearmap Oblique for Government" and includes any other Products offered by Nearmap for government customers only where use of its License is connected to the Fair Use policy.

Infringement Claim has the same meaning given in section 10.1.

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

License means the license granted in section 1.1.

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

Nearmap means Nearmap US, Inc.

Non-Government Products means all Products specified in the Quote that do not fall under the definition of Government Products.

Operational Hours means 9am to 5pm MT.

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

Periodic Allowance Section means section 1.6 (or its equivalent) in the most current version of the products agreement currently located at [here](#).

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

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

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

Product-Specific Terms means additional terms and conditions that apply to certain Products, currently located [here](#).

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

Recipient has the meaning given in section 13.1.

Renewal Term has the meaning given in section 1.3.

Schedule means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.

Subscription Period means the period stated in the "Subscription Period" column of the Quote.

Subscription Start Date means the date specified in the "Subscription Start Date" section of the Quote.

Term means the term specified in the "Subscription Term" section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, "Term" means the Subscription Period.

Third Party Providers means third party providers of products and services to Nearmap.

Unlawful Purpose means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

URL means a Uniform Resource Locator.

Website means all pages and sub-sites available within the nearmap.com domain.

FAIR USE POLICY

General

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of the Products and Services.

2. In this Fair Use Policy:

- a. **Excessive Use** has the meaning given to that term in section 7 of this Fair Use Policy;
- b. **Fair Use Policy** means this policy;
- c. **Nearmap, we, us or our** means Nearmap US, Inc.;
- d. **Products** has the meaning given to that term in Your Nearmap Agreement;
- e. **Services** has the meaning given to that term in Your Nearmap Agreement;
- f. **You or Your** means any customer of Nearmap;
- g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various products and services; and
- h. **Unreasonable Use** has the meaning given to that term in section 5 of this Fair Use Policy.

3. We reserve the right to vary the terms of this Fair Use Policy from time to time.

4. This Fair Use Policy is in addition to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

Unreasonable Use

5. We consider Your use of the Products and Services unreasonable where You use it in a manner which is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers' use of or access to the Products and Services.

6. Among other things, "fraudulent use" includes resupply of the Products and Services without Nearmap's consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

Excessive Use

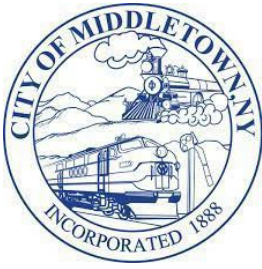
7. Excessive Use is a continuing and unreasonably disproportionate use of the Products and Services when compared to other average individual named users.

Nearmap's Rights

8. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy, or to upgrade to a more suitable Product or Service (if applicable).

9. If, after Nearmap has contacted You, Your Unreasonable Use and/or Excessive Use continues, Nearmap may, without further notice to You:

- a. restrict Your access to low resolution imagery for the remainder of the month; and/or
- b. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month (if applicable); and/or
- c. restrict Your access for the remainder of the month; and/or
- d. restrict Your access to Nearmap until Your data allowance is reset at the beginning of the next month (if applicable); and/or
- e. immediately cease Your access to Nearmap; and/or
- f. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: November 21, 2023

Index No: 228-23

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

Resolution Declaring SEQRA Notice Lead Agency Designation and Determination of Non-Significance for a 2-lot sub-division at 11-25 Harding Street

CITY OF MIDDLETOWN COMMON COUNCIL

RESOLUTION AND NOTICE OF DETERMINATION

OF NON-SIGNIFICANCE PURSUANT TO 6 NYCRR 617.10

WHEREAS, the City of Middletown Common Council has been presented with a proposal for a 2-lot subdivision for property located at 11-25 Harding Street, Middletown, New York, known as Middletown tax parcel Section 30, Block 1, Lot 16.2, and

WHEREAS, the proposed subdivision constitutes an Unlisted Action pursuant to the State Environmental Quality Review Act ("SEQRA") regulations, and

WHEREAS, the Common Council is the only involved agency under SEQRA for this subdivision request, and therefore would be the Lead Agency for the SEQRA review of this action, and

WHEREAS, the Common Council has received a Short Environmental Assessment Form describing this action, and

WHEREAS, the City of Middletown Common Council has identified the relevant areas of environmental concern and thoroughly considered the criteria for determining significance set forth at 6 NYCRR Part 617.7 (c).

NOW, THEREFORE, BE IT RESOLVED that the City of Middletown Common Council declares itself Lead Agency with respect to this subdivision request pursuant to 6 NYCRR § 617.6(b)(1), and be it

FURTHER RESOLVED that the Common Council, after reviewing the

Application materials, including the Short EAF, hereby determines that the application is an Unlisted Action under SEQRA.

FURTHER RESOLVED that the Common Council hereby declares that the proposed action will not result in a significant adverse impact on the environment, and an environmental impact statement will not be prepared, and be it

FURTHER RESOLVED that this Negative Declaration is made pursuant to Article 8 of the Environmental Conservation Law.

ATTACHMENTS:

[11-25 Harding Street Sub Division SEQR Application](#)

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

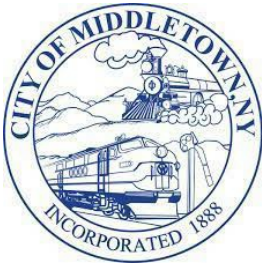
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information							
EAMCO Dissolution, Inc f/k/a E.A. Morse & Co., Inc							
Name of Action or Project: Heritage Trail Expansion							
Project Location (describe, and attach a location map): 11-25 Harding Street, Middletown, NY 10940							
Brief Description of Proposed Action: Create a 2 lot subdivision to allow the existing facility to remain and allow for the expansion of the Heritage Trail							
Name of Applicant or Sponsor: Thomas Morse		Telephone: 845-820-0200					
		E-Mail: tmorse2357@gmail.com					
Address: 8 Division Road							
City/PO: Wurtsboro		State: NY	Zip Code: 12790				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">NO</td> <td style="width: 50%; text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">NO</td> <td style="width: 50%; text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
3. a. Total acreage of the site of the proposed action?		4 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?		4 acres					
4. Check all land uses that occur on, are adjoining or near the proposed action:							
☐ Urban ☐ Rural (non-agriculture) ☒ Industrial ☐ Commercial ☐ Residential (suburban)							
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):							
☐ Parkland							

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies:			
N/A _____	☐	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____	☐	☒	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____	☐	☒	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. 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?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☒	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☒ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	☒	☐
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Thomas Morse</u> Date: <u>Nov 2, 2023</u> Signature: <u>Thomas S Morse</u> Title: <u>Secretary</u> Thomas S Morse (Nov 2, 2023 18:48 EDT)		



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: November 21, 2023

Index No: 229-23

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

Resolution approving a 2-lot subdivision (Lot Line Change) for 11-25 Harding Street

WHEREAS, the applicant, Thomas Morse, has submitted a proposal for a 2-lot subdivision for property located at 11-25 Harding Street, Middletown, New York, known as Middletown tax parcel Section 30, Block 1, Lot 16.2, and

WHEREAS, the purpose of this subdivision is to assist the City of Middletown in the extension of the Heritage Trail, and

WHEREAS, the applicant has complied with all applicable requirements for final subdivision approval, and

WHEREAS, a public hearing was held on November 21, 2023.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Middletown that final subdivision approval be and hereby is granted to the application to subdivide the property located at Section 30, Block 1, Lot 16.2 as shown on a map entitled “City of Middletown Acquisition Map” prepared by Insite Engineering, Surveying & Landscape Architecture, PC, dated October 23, 2023, and filed in the Office of the Middletown Common Council Clerk, and

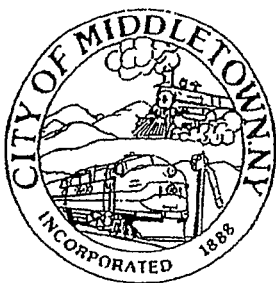
BE IT FURTHER RESOLVED by the Common Council that the applicant and/or the City Department of Public Works is directed to submit all necessary documents to the Office of the Orange County Clerk to file and record this subdivision within 60 days of this Resolution.

ATTACHMENTS:

[11-25 Harding St Sub Division.pdf](#)

[11-25 Harding Street Contract of Sale.pdf](#)

[11-25 Harding Street Maps.pdf](#)



City of Middletown
Middletown, New York
APPLICATION FOR Subdivision
APPLICATION FEE: \$250.00
ESCROW FEE: \$100.00

Number of Lots of the Subdivision 2 Current Zone I-1

Section 30 Block 1 Lot 16.2

Address of Subject Property 11-25 Harding Street

Owner of Property EAMCO Dissolution, Inc f/k/a E.A. Morse & Co., Inc

Owner Address 8 Division Road

City Wurtsboro State NY Zip 12790

Telephone: Home _____ Cell: 845 820 0200

Email tmorse2357@gmail.com

Applicant Name Thomas Morse

If different from Owner

Applicant Address _____

City _____ State _____ Zip _____

Telephone: Home _____ Cell: _____

Email _____

Minor (2-3 lots) _____ \$250.00

Paid _____

Plus Escrow _____ \$100.00

Paid _____

Major (over 3 lots) _____ \$500.00

Paid _____

Plus \$100 per lot for each lot over 10 lots, and \$1000.00 escrow to be replenished if required

NOTE: Over 4 lot subdivision will go to Planning Board for recommendation before going to Common Council.

Proposed uses; List the number of proposed lots and uses, which are to be created by this subdivision if approved. Additional sheets may be attached if more space is required.

Existing parcel used for cleaning supplies to remain
and be smaller
New parcel to be created to be part of Heritage Trail

Zoning; In the space provided list all lots or areas which would require a re-zoning of any zoning district. List all factors dealing with the requested re-zoning. Additional sheets may be attached if more space is required.

N/A

Non Compliance of Zoning; In the space provided list all lots, which are not in compliance with the zoning regulations of the City of Middletown. Provide all information from the zoning ordinance in which the lot is non-compliant and the reasons therefore. Additional sheets may be attached if more space is required.

N/A

NOTE; if any of the new lots are non-compliant to the City of Middletown zoning code you may be required to apply to the ZBA for a variance.

A notarized letter from the property owner granting permission to seek the zone change or addition, if the applicant is not the owner, is required for all applications.

NOTE: As per SEQRA law a short form EAF will be required with all applications

Sign at the place indicated and print name

Signature of applicant Thomas S Morse

Print Name and title Thomas S Morse, Secretary

Date Nov 2, 2023

TO BE FILLED OUT BY THE CITY CLERK'S OFFICE

A fee of \$250.00 was collected on _____

Escrow Amount \$100.00 on _____

Signature of Clerk or Designee

Date

Application & Instructions for Subdivisions

A subdivision application is deemed to be accepted by the Common Council when completed applications along with the required fees are in possession of the Clerk.

All applications will be referred to the Common Council Planning Committee. Placement on the agenda is on a first come, first serve basis. The Committee chairperson will schedule the meeting and you will be notified of the date and time. Applications must be in possession of the chair of the Committee at least two weeks before the scheduled meeting.

Each application for a subdivision shall be accompanied by a non-refundable fee of \$250.00 and an escrow fee of \$100.00 used for the public hearing notice. If the entire escrow amount is not used the balance will be refunded to the applicant. The clerk office will require 14 copies of the application and subdivision maps submitted with all the fees.

Additional fees may be required if the Common Council determines that an engineer's review is necessary. If an engineer's review is necessary the applicant must deposit \$500.00 with the clerk to cover engineering fees. If the entire amount is not used the balance will be refunded to the applicant. Additional amounts may be required if necessary.

The Common Council shall fix the time of the public hearing after the Committee has approved the subdivision. Notice of the public hearing shall be published in the official City newspaper for two successive days. Publication of such notice shall begin at least five days before the hearing. The Common Council may require giving additional notice to persons particularly interested or affected in any given location.

A list of names and addresses will be given to you after the Committee approves the subdivision. A letter when the public hearing will be scheduled will be supplied to you and you will be required to mail to all names and addresses when the public notice is in the official newspaper. You will be required to supply a proof of mailing from the post office at the public hearing. If this proof of mailing is not supplied at the public hearing, the hearing will be canceled.

At the public hearing, a presentation of the facts of the subdivision is required by the applicant. You may present all information and data you desire. You may be represented by anyone of your choice. The public will also be provided an opportunity to speak. The members of the Common Council or staff may ask you questions.

If the Common Council approves, at the next scheduled meeting the resolution will be on the agenda to approve the subdivision.

If the subdivision is granted you will have to provide final plans with any changes for the Commissioner of Public Works and the City Clerk to sign and then you will also be required to submit to the County. The City of Middletown will require two (2) final signed paper copies and one (1) PDF copy submitted to the City Clerk.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information							
EAMCO Dissolution, Inc f/k/a E.A. Morse & Co., Inc							
Name of Action or Project: Heritage Trail Expansion							
Project Location (describe, and attach a location map): 11-25 Harding Street, Middletown, NY 10940							
Brief Description of Proposed Action: Create a 2 lot subdivision to allow the existing facility to remain and allow for the expansion of the Heritage Trail							
Name of Applicant or Sponsor: Thomas Morse		Telephone: 845-820-0200 E-Mail: tmorse2357@gmail.com					
Address: 8 Division Road							
City/PO: Wurtsboro		State: NY	Zip Code: 12790				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td>☒</td> <td>☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td>☒</td> <td>☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
3. a. Total acreage of the site of the proposed action? _____ 4 acres b. Total acreage to be physically disturbed? _____ 0 acres c. Total acreage (project site and any contiguous properties) owned _____ 4 acres or controlled by the applicant or project sponsor?							
4. Check all land uses that occur on, are adjoining or near the proposed action: ☐ Urban ☐ Rural (non-agriculture) ☒ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland							

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: N/A	☐	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____	☐	☒	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____	☐	☒	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. 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?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☒	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☒ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	☒	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Thomas Morse</u> Date: <u>Nov 2, 2023</u>		
Signature: <u>Thomas S Morse</u> Title: <u>Secretary</u>		

Subdivision application with EAF

Final Audit Report

2023-11-02

Created:	2023-11-02
By:	Blustein, Shapiro, Rich & Barone, LLP (dpuglisi@mid-hudsonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYMr_mRXvTqLjgkxUnoPn2WPTVhXkVTNz

"Subdivision application with EAF" History

 Document created by Blustein, Shapiro, Rich & Barone, LLP (dpuglisi@mid-hudsonlaw.com)
2023-11-02 - 2:42:31 PM GMT- IP address: 184.75.38.58

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2023-11-02 - 2:43:18 PM GMT

 Email viewed by tmorse2357@gmail.com
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 Signer tmorse2357@gmail.com entered name at signing as Thomas S Morse
2023-11-02 - 10:46:49 PM GMT- IP address: 216.223.218.8

 Document e-signed by Thomas S Morse (tmorse2357@gmail.com)
Signature Date: 2023-11-02 - 10:46:51 PM GMT - Time Source: server- IP address: 216.223.218.8

 Agreement completed.
2023-11-02 - 10:46:51 PM GMT



Adobe Acrobat Sign

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Middletown will hold a public hearing on Tuesday, November 21, 2023, on or as near to 7:30 p.m. as possible, Common Council Chambers, 2nd floor, 16 James Street, to hear any and all persons wishing to be heard on the proposed 2 lot subdivision at 11-25 Harding Street.

Any and all persons wishing to be heard will be given an opportunity to speak either for or against the proposed 2-lot subdivision.

The complete proposed application and map of the property for the 2-lot subdivision are available in the office of the Common Council Clerk, City Hall, 16 James Street, room 12, and on the City Website.

For any person unable to participate at the time of the public hearing, email comments may be submitted in advance to rmccormack@middletownny.gov

By the order of the Common Council.

Richard P. McCormack
Clerk of the Common Council

Publish: 11/16/23 & City Website

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PO Box 631202 Cincinnati, OH 45263-1202

PROOF OF PUBLICATION

Richard McCormack
Kelly C
Middletown, City
16 James ST
Middletown NY 10940-5724

STATE OF NEW YORK, COUNTY OF ORANGE

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

11/16/2023

and that the fees charged are legal.
Sworn to and subscribed before on 11/16/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$41.29

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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

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By the order of the Common Council.

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Clerk of the Common Council

**WARNING: NO REPRESENTATIONS IS MADE THAT THIS FORM OF CONTRACT
FOR THE SALE AND PURCHASE OF REAL ESTATE
COMPLIES WITH SECTION 5-702
OF THE GENERAL OBLIGATIONS LAW ("PLAIN LANGUAGE).**

CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT

NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION.

This contract form does not provide for what happens in the event of fire, or other casualty loss or condemnation before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a Purchaser responsible for fire and casualty loss upon taking possession of the Premises before the title closing.

CONTRACT OF SALE

Contract of Sale made as of ~~October~~ ^{November 10}, 2023 BETWEEN

Name: EAMCO DISSOLUTION, INC. f/k/a E.A. Morse & Co., Inc.
Address: 8 Division Road, Wurtsboro, NY 12790

hereinafter collectively called "Seller", and

Name: City of Middletown
Address: 16 James Street, Middletown, NY 10940

hereinafter called "Purchaser", and

The parties hereby agree as follows:

1. Premises. Seller shall sell and convey and Purchaser shall purchase the vacant land, (the "premises"), collectively known as:

Street Address: p/o 11-25 Harding Street, City of Middletown
Orange County, New York

Tax Map Designation: p/o City of Middletown SBL 30-1-16.2

2. Personal Property. None-Vacant Land

3. Purchase Price. The purchase price is ONE HUNDRED FOURTEEN THOUSAND AND NO/100 (\$114,000.00) payable as follows:

At Closing: **BANK CHECK OR WIRE OF IMMEDIATELY AVAILABLE FEDERAL FUNDS** in accordance with Paragraph 5 of this Contract \$114,000.00

4. Down Payment in Escrow.

Intentionally Deleted.

5. Acceptable Funds.

All money payable under this contract, unless otherwise specified, shall be paid by:

- i. Cash, but not over \$1,000.00;
- ii Official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of Seller, or wire of immediately available federal funds or as Seller may otherwise direct upon reasonable prior notice (by telephone or otherwise) to Purchaser;
- iii. As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of \$500.00; and
- iv. As otherwise agreed to in writing by Seller or Seller's attorney.

6. Execution of Contract. It is expressly understood and agreed that this contract offer made by Seller is not a binding contract, and is subject to Seller's acceptance and approval, and that this contract is not an offer to sell and shall not in any way bind Seller until such time as the same has been approved and executed by the Seller and good checks are received by the Seller. The Purchaser has no interest in the property or remedy against the Seller for failure to execute the contract.

7. Permitted Exceptions. The Premises are sold and shall be conveyed subject to:

- a. Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation;
- b. Consents for the erection of any structures on, under or above any streets on which the Premises abut;
- c Any area of premises within the bounds of any street or highway,
- d. Real estate taxes that are a lien, but are not yet due and payable;
- e. Any variance in connection with fence, hedge, and like, surrounding the premises, provided the same does not render title uninsurable at regular rates;
- f. Easements of record, if any and notes on filed subdivision map and/or subdivision map to be filed

8. Governmental Violations and Orders. Seller shall comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the date of closing by any governmental department having authority as to lands, fire, health, environmental and labor conditions affecting the Premises. The Premises shall be conveyed free of them at Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters

Notwithstanding the foregoing, if the estimated cost to remove or remediate any violation is estimated by Seller to exceed the sum of \$2,500.00, Seller shall have the right to terminate the Contract and return the down payment to Purchaser and neither party shall have any further obligation one to the other; provided that Purchaser may elect to purchase the premises as is with a \$2,500.00 credit against the purchase price if they notify Seller of their intent to do so within seven (7) days of written notice of Seller's intent to terminate the Contract.

9. Seller's Representations.

a. Seller represents to Purchaser that:

- i. To the best of Seller's knowledge, Seller is the owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;
- ii. Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA");
- iii. Seller has been known by no other name for the past ten years other than E A Morse & Co Inc;
- iv. Seller is not aware of any litigation or any threatened litigation affecting the Seller or the Premises;
- v. Seller is not aware of any violations of any applicable federal, state or local law, rule or ordinance affecting the Premises including, without limitation, those relating to environmental or hazardous substances located on, in or under the Premises; and
- vi. Seller is not aware of any pending or threatened condemnation action affecting all or any of the Premises.

b. Seller covenants that all of the representations and warranties set forth in this contract shall be true and correct at Closing. Should any representation or warranty set forth by Seller in this Contract prove to be not true or correct, Purchaser shall have the option to terminate this contract, unless Purchaser agrees to close without an abatement of the Purchase Price and if the contract shall be so terminated, Seller shall reimburse Purchaser for its actual due diligence expenses incurred in connection with this contract not to exceed the sum of \$2,500.00.

c. Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing.

10. Condition of Property. Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition and state of repair of the Premises and all of the other property included in this sale, based on Purchaser's own inspection and investigation thereof, and that, except as set forth in Section 9 above, Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations (except as set forth in Section 9 above), written or oral, as to the physical condition, state or repair, use, cost of operation or any other matter related

to the Premises or the other property included in the sale, given or made by Seller or its representatives, and shall accept the same "as is" in their present condition and state of repair, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of Closing without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract.

11. Insurable Title. Seller shall give and Purchaser shall accept such title as any reputable title insurance company licensed in the State of New York shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Department of Financial Services, subject only to the matters provided for in this contract.

12. Closing, Deed and Title. "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 without covenants against grantors acts deed in proper statutory short form for recording, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Premises, free of all encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Seller as required by subdivision 5 of Section 13 of the Lien Law.

13. Closing Date and Place Closing shall take place at the office of Blustein, Shapiro, Frank & Barone, LLP, 10 Matthews Street, Goshen, NY 10924 at 10.00 a.m. on or before thirty (30) days from the date of the resolution granting subdivision approval and/or a lot line change as hereinafter provided is granted with a map ready for filing with the Orange County Clerk.

14. Conditions to Closing. This contract and Purchaser's obligation to purchase the Premises are also subject to and conditioned upon the fulfillment of the following conditions precedent:

- a. The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract.
- b. The delivery by Seller to Purchaser of a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA. If Seller fails to deliver the aforesaid certification or if Purchaser is not entitled under FIRPTA to rely on such certification, Purchaser shall deduct and withhold from the purchase price a sum equal to 10% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.
- c. The delivery by the parties of any other reasonable affidavits required as a condition of recording the deed.

15. Deed Transfer and Recording Taxes. At Closing, certified or official bank checks 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 or mortgage, if any, shall be delivered by the party required by law or by this contract to pay such transfer and/or recording tax, together with any required tax returns duly executed and sworn to, and such party shall cause any such checks and returns to be delivered to the appropriate officer promptly after Closing. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing. Seller shall pay transfer tax and recording charges for satisfaction of mortgage, if any, and Purchaser shall pay all recording charges normally the responsibility of Purchaser.

16. Apportionments and Other Adjustments. To the extent applicable, the following shall be apportioned as of midnight of the day before the day of Closing.

- i. taxes on the basis of the fiscal period for which assessed on the basis of land value and overall acreage of the parent parcel;
- ii. If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediate preceding fiscal period applied to the latest assessed valuation.
- iii. Any errors or omissions in computing apportionments or other adjustments at closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.

17. Allowance for Unpaid Taxes, etc. Seller has the option to credit Purchaser as an adjustment to 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 business days after Closing, provided that official bills therefor computed to said date are produced at Closing.

18. Use of Purchase Price to Remove Encumbrances. If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's Institutional Lender clear of such matters. Upon notice (by telephone or otherwise), given not less than 3 business days before Closing, Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters

19. Title Examination; Seller's Inability to Convey; Limitations of Liability.

- a. Purchaser shall order an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company promptly after the execution of this contract. Purchaser shall cause a copy of the title report and of any additions thereto to be delivered to the attorney(s) for Seller promptly after receipt thereof.
- b.
 - i. If at the date of Closing Seller is unable to transfer title to Purchaser in accordance with this contract, or Purchaser has other valid grounds for refusing to close, whether by reason of liens, encumbrances or other objections to title or otherwise (herein collectively called "Defects"), other than those subject to which Purchaser is obligated to accept title hereunder or which Purchaser may have waived and other than those which Seller has herein expressly agreed to remove, remedy or discharge and if Purchaser shall be unwilling to waive the same and to close title without abatement of the purchase price, then, except as hereinafter set forth, Seller shall

have the right, at Seller's sole election, either to take such action as Seller may deem advisable to remove, remedy, discharge or comply with such Defects or to cancel this contract and return the down payment;

- ii if Seller elects to take action to remove, remedy or comply with such Defects, Seller shall be entitled from time to time, upon Notice to Purchaser, to adjourn the date for Closing hereunder for a period or periods not exceeding 60 days in the aggregate and the date for Closing shall be adjourned to a date specified by Seller not beyond such period. If for any reason whatsoever, Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if Purchaser shall still be unwilling to waive the same and to close title without abatement of the purchase price, then either party may cancel this contract by Notice to the other given within 10 days after such adjourned date;

- c. If this contract is canceled pursuant to its terms, other than as a result of Purchaser's default, this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise.

20. Affidavit as to Judgments, Bankruptcies, etc. 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 an affidavit at Closing showing that they are not against Seller.

21. Purchaser's Lien. All money paid on account of this contract, and the reasonable expenses of examination of title to the Premises are hereby made liens on the Premises, but such liens shall not continue after default by Purchaser under this contract.

22. Notices. Any notice or other communication ("Notice") shall be in writing and either

- a. sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf of by the Escrowee, by registered or certified mail, postage prepaid, or
- b. delivered in person or by overnight courier, with receipt acknowledged, to the respective addressee given in this contract for the party and the Escrowee, to whom the Notice is to be given, or to such other address as such party or Escrowee shall hereafter designate by Notice given to the other party or parties and the Escrowee pursuant to this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that any notice to Escrowee shall be deemed given only upon receipt by Escrowee and each notice delivered in person or by overnight courier shall be deemed given when delivered.

23. No Assignment. This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignment(s) made without such consent shall be void.

24. Broker. Seller and Purchaser each represents and warrants to the other that it has not dealt with any broker in connection with this sale. Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorneys' fees arising out of the breach on

their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

25. Construction of Contract Terms. In any construction of the terms of this contract, none of its terms shall be construed against the Seller by reason of the fact that the Seller or its attorneys drew the contract since the final terms of this contract are the result of negotiations by parties having equal bargaining powers, with each of the parties having full access to legal representation.

26. Metes and Bounds Description Purchaser shall obtain a survey of the premises and the survey shall be certified to the Seller, and the Seller agrees to include in the deed of conveyance a metes and bounds description in accordance with the survey, with the understanding by Purchaser that Seller does not thereby warrant the accuracy of said metes and bounds description.

27. Miscellaneous.

a. All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

b. Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

c. Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

d. The captions in this contract are for convenience of reference only and in no way define, limit or described the scope of this contract and shall not be considered in the interpretation of his contract or any provision hereof

e. This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

f. Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

g. Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.

h. This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

i. If any provision of this contract or application to any party or circumstances shall be

determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this contract or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

k. Any and all disputes shall be governed by the laws of the State of New York and the Supreme Court of the County of Orange is designated as the jurisdiction and venue of all proceedings. The parties hereto both waive trial by jury in action or proceeding hereto.

28. Execution.

(a) This Contract and any Riders, Amendments, or Addendums thereto may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterpart.

(b) The exchange of copies of this Contract and any Riders, Amendments, or Addendums thereto and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Contract and any Riders, Amendments, or Addendums thereto as to the Parties and may be used in lieu of the original Contract, Rider, Amendment, or Addendum for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

29. Due Diligence/Subdivision/lot line Change Contingency. Purchaser shall have sixty (60) days from a fully executed Contract of Sale to complete due diligence inspections of the property during which Purchaser may perform non-invasive tests of the property.

During the Due Diligence Period, Purchaser and Purchaser's agents, representatives, agents, employees, consultants and contractors (collectively "Purchaser's Representatives") may perform or cause to be performed, at Purchaser's sole cost and expense, non-invasive tests of the Premises on at least 48 hours prior written notice to Seller who shall have the right to be present. After any testing, the Premises shall be restored to its prior original condition.

During this Due Diligence Period, Purchaser at its sole cost and expense shall apply for a subdivision and/or lot line change from the City of Middletown Common Council and/or Planning Board in substantial accordance with the map annexed hereto as Exhibit "A" and made a part hereof. In particular, the portion of the property to the northwest and north of the building consisting of +/- ~~502~~ ⁵⁵³ acres and the portion of the property to the southeast of the building consisting of +/- 1.078 acres shall be subdivided (leaving a rear yard for the remaining parcel being retained by Seller of twelve (12') feet. The parties shall also agree upon during the Due Diligence period the terms of a maintenance easement to allow Seller to access and maintain the rear portion of their building across the property conveyed to Purchaser and file same simultaneously with closing along with the subdivision map.

Insurance. Prior to ~~entering~~ upon the Premises, Purchaser, at its sole cost, expense and effort, shall procure and cause to be ~~procured~~ by each agent, representative and other entity engaged, directly or

indirectly, by Purchaser in or with respect to the performance of any Due Diligence testing, who may enter on the Premises, insurance policies from a reputable insurance company, licensed by the State of New York and reasonably acceptable to Sellers, naming Sellers and any other person or entity with an interest in the Premises as Sellers may request, as additional named insureds with Purchaser. Such insurance shall be maintained throughout the period during which Due Diligence on, in or at the Premises is conducted and shall be of the following types and limits: general or comprehensive public liability insurance against claims of bodily injury, death or property damage occurring on, in or about the Premises, without any so-called "pollution exclusion," and against contractual liability for any such claims (including the contractual liability assumed by Purchaser hereunder), with a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000.00) which shall not be reduced by claims paid. Said insurance coverage shall provide that same shall not be canceled for any reason except upon ten (10) days prior written notice to Sellers and to any other person or entity Sellers requests be named as an additional named insured, and shall otherwise be satisfactory to Sellers. Certificates of Insurance evidencing the above required insurance policies and evidence of payment thereof shall be delivered to Sellers, in form and substance satisfactory to Sellers, at least 48 hours prior to entrance onto the Premises.

Damage. Purchaser shall conduct all Due Diligence in a careful and workmanlike manner. Any damage to the Premises resulting from, arising out of or incidental to the Due Diligence shall be promptly repaired by Purchaser to the condition existing immediately prior to such test.

Payment of Vendors. Purchaser shall make payment for any materials supplied or services performed to each person or entity who shall be retained to conduct, evaluate, or otherwise act in connection with the Due Diligence, and, at all times, shall keep the Premises free from all mechanic and similar liens arising from or in connection with the Due Diligence, by payment or bonding or other means acceptable to Sellers.

Disclosure. Purchaser shall use the Due Diligence and the results thereof ("Confidential Information") solely for the purpose of Purchaser's evaluation of the Premises and the conditions at or affecting the Premises. Except as may be required by law or pursuant to an order of a court or governmental authority having jurisdiction (and only after Purchaser has given reasonable prior written notice thereof to Sellers), Purchaser shall not disclose any Confidential Information to any third party, other than to personnel authorized by Sellers, and shall impose by similar document the same responsibilities and duties of confidentiality as set out in this Agreement, on all its agents, employees, representatives, (including its engineers), accountants, bankers, financial advisers, consultants, partners, potential partner, attorneys, appraisers to whom Purchaser furnishes, discloses or permits access to any such Confidential Information.

Reports. In the event of cancellation of this Contract under the terms hereof, Purchaser shall deliver to Sellers complete and accurate reports, maps, plans, analysis, opinions, correspondence and similar documents in the possession or control of Purchaser, its agents or representatives, setting forth the scope, methods or results of, or analyzing or interpreting, the investigations or inspections of the Premises, or prescribing or suggesting remedial action or mitigation measures (collectively, the "Reports") provided, however, in no event shall Reports be deemed to include any internal documents produced by the Purchaser in its analysis of the Premises or shall the production be a requirement for the Purchaser to cancel this Agreement.

Indemnity. Purchaser shall defend, indemnify and hold harmless Seller from and against any and all claims, suits, actions, proceedings, obligations, liabilities, damages, losses, fines, penalties, costs and

expenses, including reasonable attorneys fees, for or relating to (i) compensation for services rendered or to be rendered or materials supplied or to be supplied in connection with the Due Diligence, including any liens created thereby, and (ii) loss or damage to property or injury to or death of any and all persons that may be occasioned by, directly or indirectly, any cause whatsoever arising out of or relating to Due Diligence

The obligations of the Purchaser to Seller pursuant to this Article 29 shall expressly survive termination of this Agreement.

30. **Lease Amendment Contingency.** This Contract is specifically contingent upon Seller being able to enter into a Lease Amendment with its current tenant Aramsco, Inc to amend the description of the demised premises in its current lease to omit from the description of demised premises the land to be conveyed herein to the Purchaser pursuant to clause 29 above. If Seller is unable to get a fully executed Lease Amendment, then Seller shall have the right to terminate this Contract and neither party shall have any further obligation one to the other except for any clause(s) that specifically survive termination of this Contract.

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

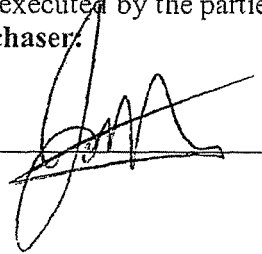
Seller:

Thomas S Morse

Thomas S Morse (Nov 10, 2023 12:42 EST)

By: _____

Purchaser:

By:  _____

Attorney for Seller:

Michael Blustein, Esq.
Blustein, Shapiro, Frank & Barone, LLP
10 Matthews Street
Goshen, New York 10924
Telephone: (845) 291-0011

Email: mblustein@mid-hudsonlaw.com

Attorney for Purchaser:

Alex Smith, Esq.
6 North Street
Middletown, NY 10940
Telephone: (845) 344-4322

Email: asmith22@hvc rr.com

Exhibit (6 pages)

CITY OF MIDDLETOWN ACQUISITION MAP

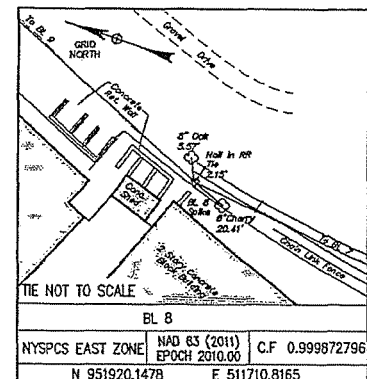
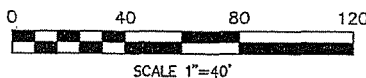
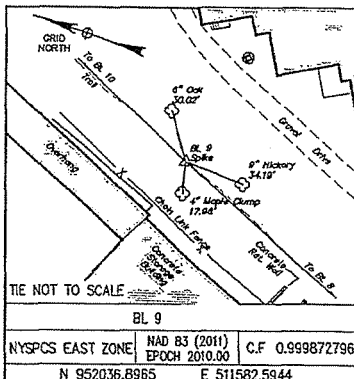
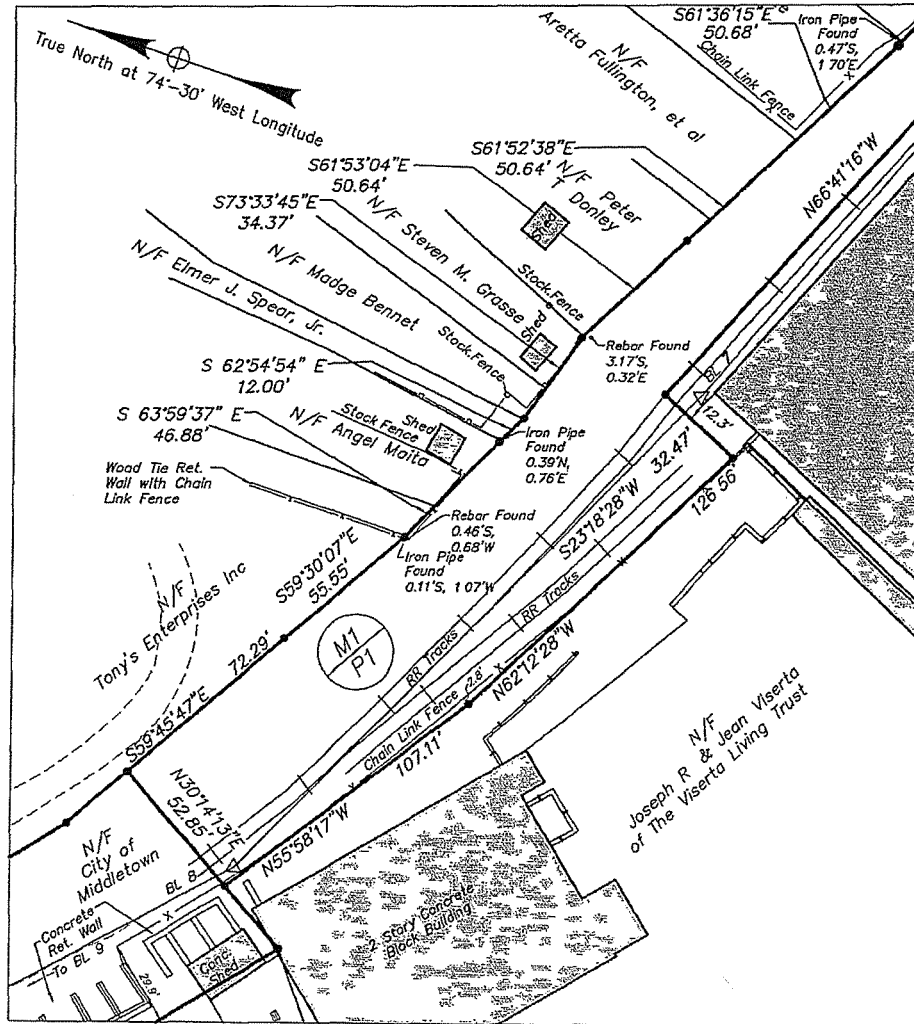
HARDING STREET
CITY OF MIDDLETOWN

MAP NO. 1
PARCEL NOS P1 & P2
SHEET 1 OF 6 SHEETS

Parcel Locator Point, P.O.B. P1
N. 951,735.8896
E. 512,215.6603
NAD 83 (2011) Epoch 2010.00

E.A MORSE AND COMPANY, INC
(REPUTED OWNER)
CCD Liber 4530, Page 170

PARCEL SUMMARY
Type: P1-Fee
Portion of City of Middletown
Tax Map No. 30-1-16 2
City of Middletown
County of Orange
State of New York



PREPARED BY: NGC CHECKED BY: BC FINAL CHECK BY: NGC

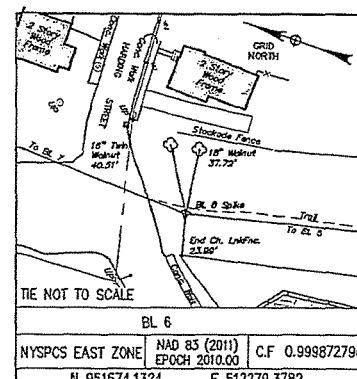
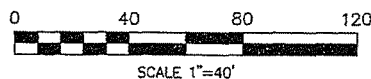
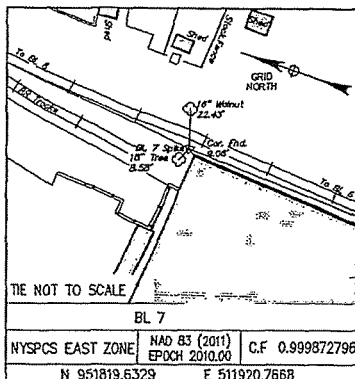
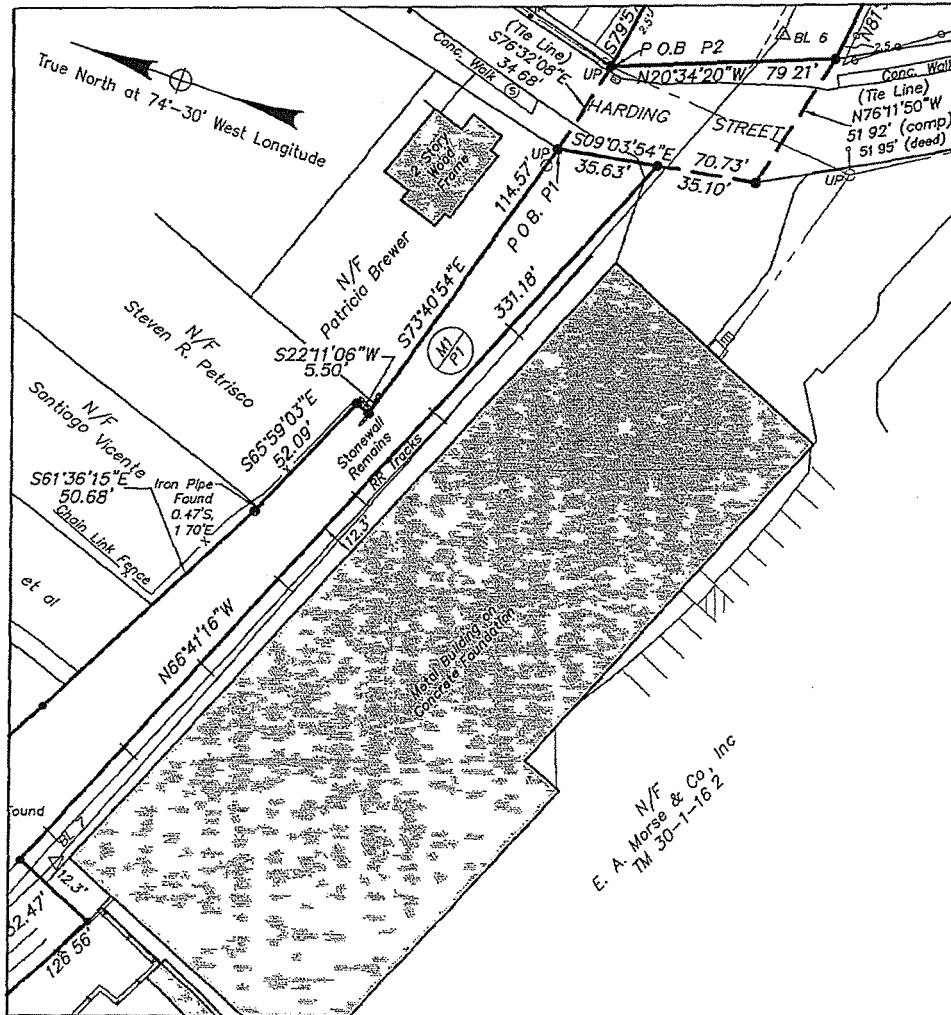
CITY OF MIDDLETOWN ACQUISITION MAP

HARDING ROAD
CITY OF MIDDLETOWN

MAP NO 1
PARCEL NOS P1 & P2
SHEET 2 OF 6 SHEETS

E. A. MORSE AND COMPANY, INC
(REPUTED OWNER)
CCD-Liber 4530, Page 170

PARCEL SUMMARY:
Type: P1-Fee
Portion of City of Middletown
Tax Map No. 30-1-16 2
City of Middletown
County of Orange
State of New York



PREPARED BY: _____ CHECKED BY: _____ FINAL CHECK BY: _____

CITY OF MIDDLETOWN ACQUISITION MAP

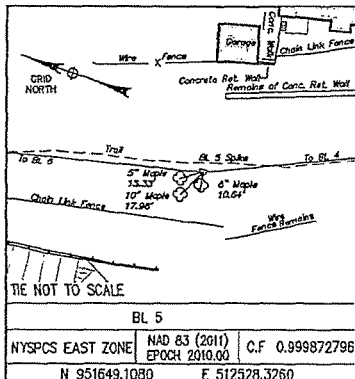
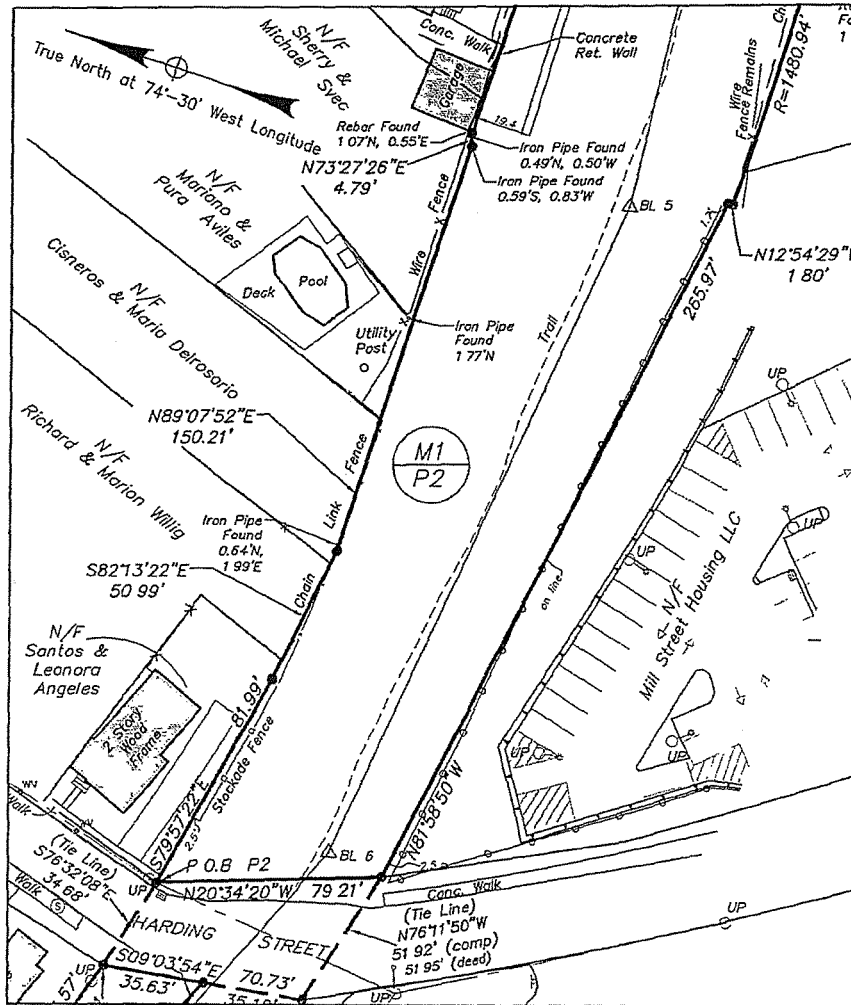
HARDING ROAD
CITY OF MIDDLETOWN

MAP NO 1
PARCEL NOS P1 & P2
SHEET 3 OF 6 SHEETS

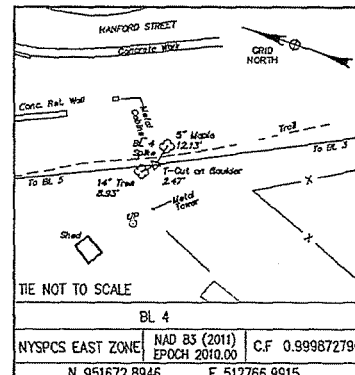
Parcel Locator Point. P.O.B P2
N 951,727 8140
E. 512,249 3900
NAD 83 (2011) Epoch 2010 00

E.A MORSE AND COMPANY, INC
(REPUTED OWNER)
CCD-Liber 4530, Page 170

PARCEL SUMMARY.
Type: P2-Fee
Portion of City of Middletown
Tax Map No. 30-1-16 2
City of Middletown
County of Orange
State of New York



SCALE 1"=40'



PREPARED BY: NGC CHECKED BY: BC FINAL CHECK BY: NGC

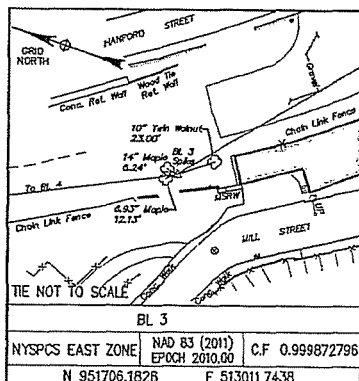
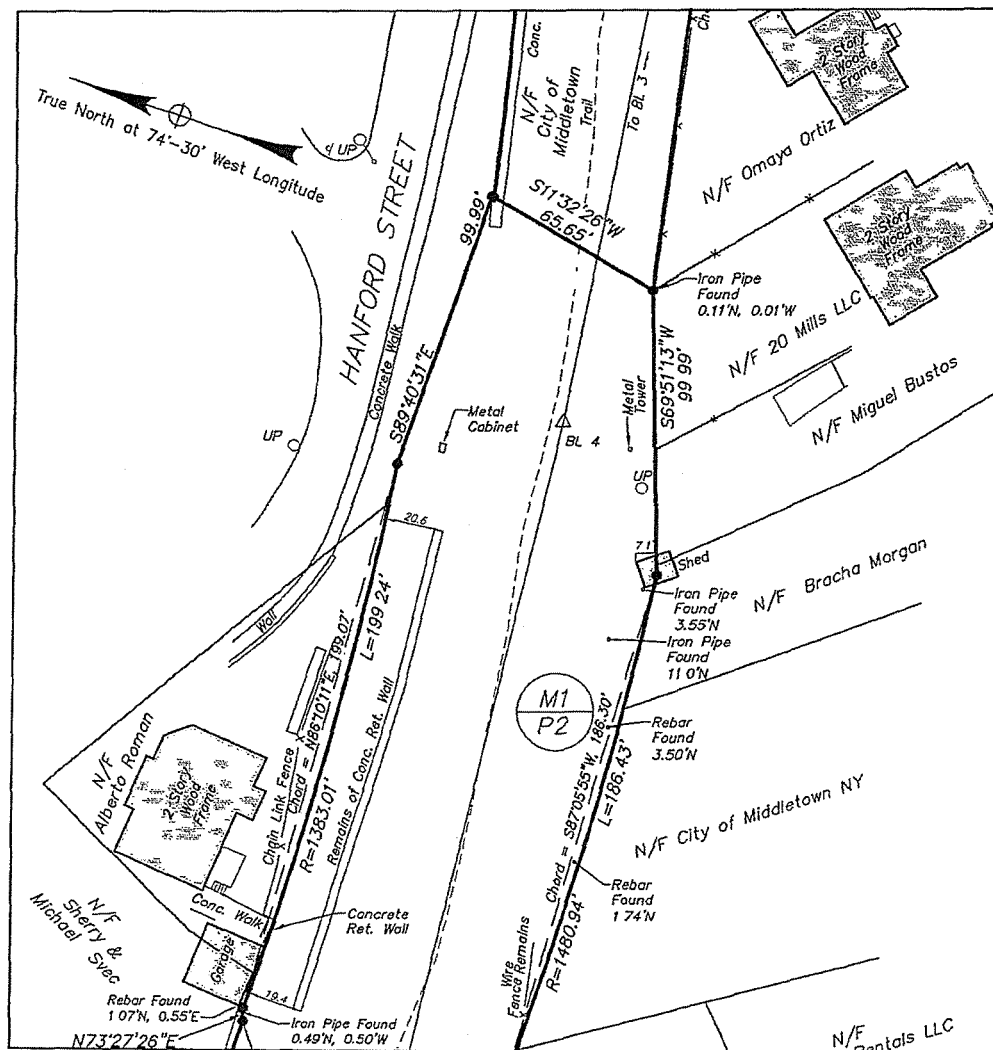
CITY OF MIDDLETOWN ACQUISITION MAP

HARDING ROAD
CITY OF MIDDLETOWN

MAP NO 1
PARCEL NOS P1 & P2
SHEET 4 OF 6 SHEETS

E A MORSE AND COMPANY, INC
(REPUTED OWNER)
CCD Liber 4530, Page 170

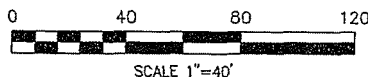
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Portion of City of Middletown
Tax Map No. 30-1-16.2
City of Middletown
County of Orange
State of New York



INSITE
ENGINEERING SURVEYING &
LANDSCAPE ARCHITECTURE, P.C

3 Garrett Place
Carmel, NY 10512
(845) 225-9690
(845) 225-9717 fax
www.insite-eng.com

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PREPARED BY: NGC CHECKED BY: BC FINAL CHECK BY: NGC

HARDING ROAD
CITY OF MIDDLETOWN

CITY OF MIDDLETOWN
ACQUISITION MAP

MAP NO. 1
PARCEL NOS P1 & P2
SHEET 5 OF 6 SHEETS

E A MORSE AND COMPANY, INC
(REPUTED OWNER)

GENERAL NOTES:

To date, no Title Report or Abstract of Title has been provided. This survey is subject to a current, up to date Title Report.

Property corner monuments were not placed as part of this survey.

Unauthorized alteration or addition to this survey is a violation of Section 7209, subdivision 2 of the New York State Education Law.

The alteration of survey maps by anyone other than the original preparer is misleading, confusing and not in the general welfare and benefit of the public. Licensed Land Surveyors shall not alter survey maps, survey plans, or survey plats prepared by others.

Underground structures, if any exist, are not shown hereon, except as noted. The location of underground improvements or encroachments are not always known and often must be estimated. If underground improvements, easements, or encroachments exist and are neither visible during normal field survey operations nor described in instruments provided to this surveyor, they may not be shown on this map and are not certified.

This property may be affected by instruments which have not been provided to this surveyor. Users of this map should verify title with their attorney or a qualified title examiner.

Only copies from the original of this survey marked with the surveyor's embossed seal are genuine, true and correct copies of the surveyor's original work and opinion. A copy of this document without a proper application of the surveyor's embossed seal should be assumed to be an unauthorized copy.

Note that the 10 foot wide Easement Agreement between E. A. Morse and Company, Inc. and the City of Middletown dated September 16 2009, provided to this office by the client, contained no recording information and is not shown hereon as it will be extinguished by operation of law upon conveyance of the subject property from E.A. Morse and Company, Inc. to the City of Middletown.

References to the recomputed property lines from Liber 4530, Page 170 have been corrected for rotation and scaling to the New York State Plane Coordinate System, East Zone.

The fieldwork upon which this map is based was completed on August 19, 2022 and this map was prepared on October 23, 2023.

Parcel No P1
Fee

ALL that certain plot, piece or parcel of land situate, lying and being in the City of Middletown, County of Orange, and State of New York, bounded and described as follows:

Beginning at a point in the southwesterly assumed road line of Harding Street at the intersection of the division line between lands now or formerly of Patricia Brewer on the north and the herein described property on the south,
Thence from said point beginning along the assumed line of Harding Street S 09°03'54" E a distance of 35.63 feet to a point,
Thence through lands of the grantor herein N 66°41'16" W a distance of 331.18 feet and S 23°18'28" W a distance of 32.47 feet to a point in the line of lands now or formerly of Joseph R. & Jean Viserta of the Viserta Living Trust;
Thence along same N 62°12'28" W a distance of 126.56 feet and N 55°58'17" W a distance of 107.11 feet to a point in the line of lands now or formerly of the City of Middletown,
Thence along same N 30°14'13" E a distance of 52.85 feet to a point in the line of lands now or formerly of Tany's Enterprises, Inc.,
Thence along said lands of Tany's Enterprises, Inc., lands now or formerly of Angel Maita, lands now or formerly of Elmer J. Spear, Jr., lands now or formerly of Madge Bennet, lands now or formerly of Steven M. Grasse, lands now or formerly of Peter T. Donely, lands now or formerly of Aretta Fullington, et al, lands now or formerly of Sanitago Vicente, lands now or formerly of Steven R. Petrisco and lands now or formerly of Patricia Brewer the following 11 courses and distances:

- (1) S 59°45'47" E a distance of 72.29 feet,
- (2) S 59°30'07" E a distance of 55.55 feet,
- (3) S 63°59'37" E a distance of 46.88 feet,
- (4) S 62°54'54" E a distance of 12.00 feet,
- (5) S 73°33'45" E a distance of 34.37 feet,
- (6) S 61°53'04" E a distance of 50.64 feet,
- (7) S 61°52'38" E a distance of 50.64 feet,
- (8) S 61°36'15" E a distance of 50.68 feet,
- (9) S 65°59'03" E a distance of 52.09 feet,
- (10) S 22°11'06" W a distance of 5.50 feet and
- (11) S 73°40'54" E a distance of 114.57 feet to the point or place of beginning.

Containing 21,783 square feet or 0.500 acres being the same more or less.

The horizontal datum to which this description is referenced is NAD83 (2011) Epoch 2010.00 and is projected in the New York State Plane Coordinate System East Zone. The combined scale factor is 0.999872798.
To convert the New York State Plane Coordinate System East Zone distances in this description to ground distances multiply the distances in this description by 1.000127220.

The meridian of this mapping is referenced to True North at 74 degrees 30 minutes West Longitude.
The rotation to Liber 4530, Page 170, Schedule A is +12°30'54"

PREPARED BY: NGC CHECKED BY: BC FINAL CHECK BY: NGC

HARDING ROAD
CITY OF MIDDLETOWN

CITY OF MIDDLETOWN
ACQUISITION MAP

MAP NO 1
PARCEL NOS P1 & P2
SHEET 6 OF 6 SHEETS

E. A. MORSE AND COMPANY, INC
(REPUTED OWNER)

Parcel No. P2
Fee

ALL that certain plot, piece or parcel of land situate, lying and being in the City of Middletown, County of Orange, and State of New York, bounded and described as follows.

Beginning at a point in the easterly assumed road line of Harding Street at the intersection of the division line between lands now or formerly of Santos & Leonora Angeles on the north and lands of the grantor herein on the south, Said point of beginning being located S 76°32'08" E 34.68 feet from a point in the westerly assumed line of Harding Street at the northwesterly corner of other lands of the grantor herein,

Thence along said lands of Angeles and continuing along lands now or formerly of Richard & Marion Willig, lands now or formerly of Cisneros & Maria Delrosario, lands now or formerly of Mariano & Pura Aviles and lands now or formerly of Sherry & Michael Svec, the following four (4) courses and distances:

- (1) S 79°57'22" E a distance of 81.99 feet,
- (2) S 82°13'22" E a distance of 50.99 feet,
- (3) N 89°07'52" E a distance of 150.21 feet and
- (4) N 73°27'26" E a distance of 4.79 feet to a point of non-tangency;

Thence continuing along lands now or formerly of Svec, lands now or formerly of Alberto Roman and the southerly line of Hanford Street along a curve to the left having an arc length of 199.24 feet, a radius of 1383.01 feet, a chord bearing of N 86°10'11" E, and a chord length of 199.07 feet, to a point of non-tangency.

Thence continuing along said southerly line of Hanford Street S 89°40'31" E a distance of 99.99 feet to lands now or formerly of the City of Middletown,

Thence along said lands now or formerly of the City of Middletown S 11°32'26" W a distance of 65.65 feet to lands now or formerly of 20 Mills LLC;

Thence along said lands now or formerly of 20 Mills LLC, lands now or formerly of Miguel Bustos and lands now or formerly of Bracha Morgan S 69°51'13" W a distance of 99.99 feet to a point of non-tangency

Thence continuing along lands now or formerly of Bracha Morgan, lands now or formerly of the City of Middletown and lands now or formerly of Mill Street Housing LLC following a curve to the right having an arc length of 186.43 feet, a radius of 1480.94', a chord bearing of S 87°05'55" W, and a chord length of 186.30', to a point of non-tangency;

Thence continuing along lands now or formerly of Mill Street Housing LLC N 12°54'29" W a distance of 180 feet and N 81°58'50" W a distance of 265.97 feet to a point in said northerly assumed line of Harding Street;

Thence along same N 20°34'20" W a distance of 79.21 feet to the point or place of beginning.

Containing 46,934 square feet or 1.078 acres being the same more or less.

The horizontal datum to which this description is referenced is NAD83 (2011) Epoch 2010.00 and is projected in the New York State Plane Coordinate System East Zone. The combined scale factor is 0.999872796. To convert the New York State Plane Coordinate System East Zone distances in this description to ground distances multiply the distances in this description by 1.000127220.

The meridian of this mapping is referenced to True North at 74 degrees 30 minutes West Longitude. The rotation to Liber 4530, Page 170, Parcel II is +12°23'22".

Baseline Table

	Bearing	Distance
BL 3 to BL 4	S 82°15'17" W	247.006
BL 4 to BL 5	S 84°18'30" W	239.848
BL 5 to BL 6	N 84°15'36" W	250.202
BL 6 to BL 7	N 67°54'58" W	387.005
BL 7 to BL 8	N 64°25'01" W	232.771
BL 8 to BL 9	N 47°40'54" W	173.410

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date: _____, 2023

Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law

I hereby certify that this survey was performed in accordance with the current Standards for Land Surveys as adopted by the New York State Association of Professional Land Surveyors, Inc.

Date: October 26, 2023

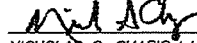

NICHOLAS G. CHAPIS LAND SURVEYOR
P.L.S. LICENSE NO. 049330



Exhibit (6 pages)

CITY OF MIDDLETOWN ACQUISITION MAP

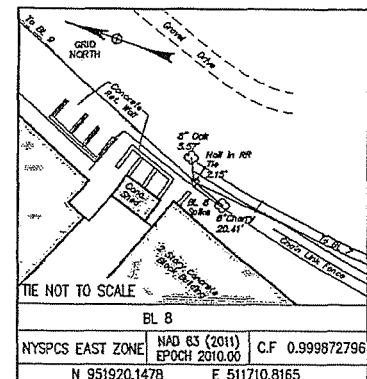
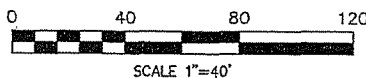
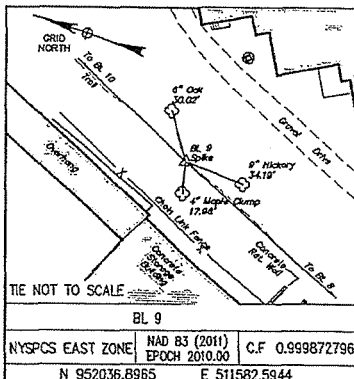
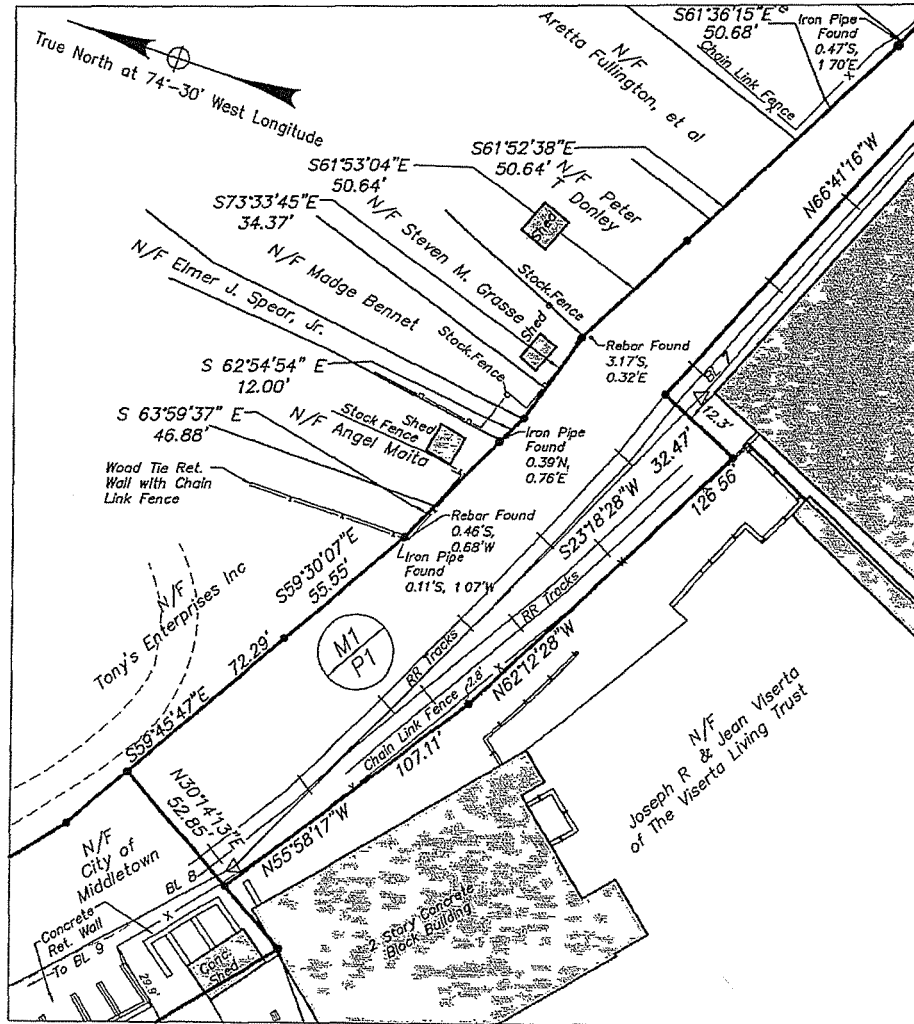
HARDING STREET
CITY OF MIDDLETOWN

MAP NO. 1
PARCEL NOS P1 & P2
SHEET 1 OF 6 SHEETS

Parcel Locator Point, P.O.B. P1
N. 951,735.8896
E. 512,215.6603
NAD 83 (2011) Epoch 2010.00

E.A MORSE AND COMPANY, INC
(REPUTED OWNER)
CCD Liber 4530, Page 170

PARCEL SUMMARY
Type: P1-Fee
Portion of City of Middletown
Tax Map No. 30-1-16 2
City of Middletown
County of Orange
State of New York



PREPARED BY: NGC CHECKED BY: BC FINAL CHECK BY: NGC

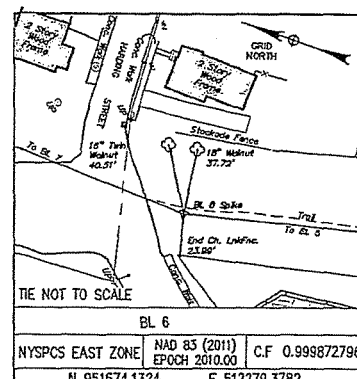
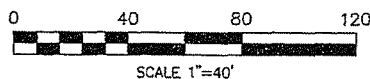
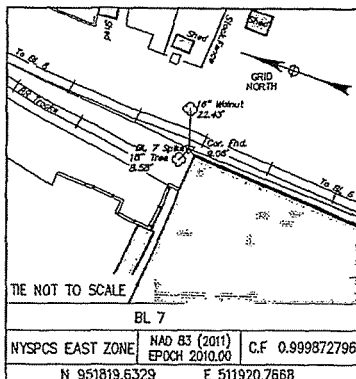
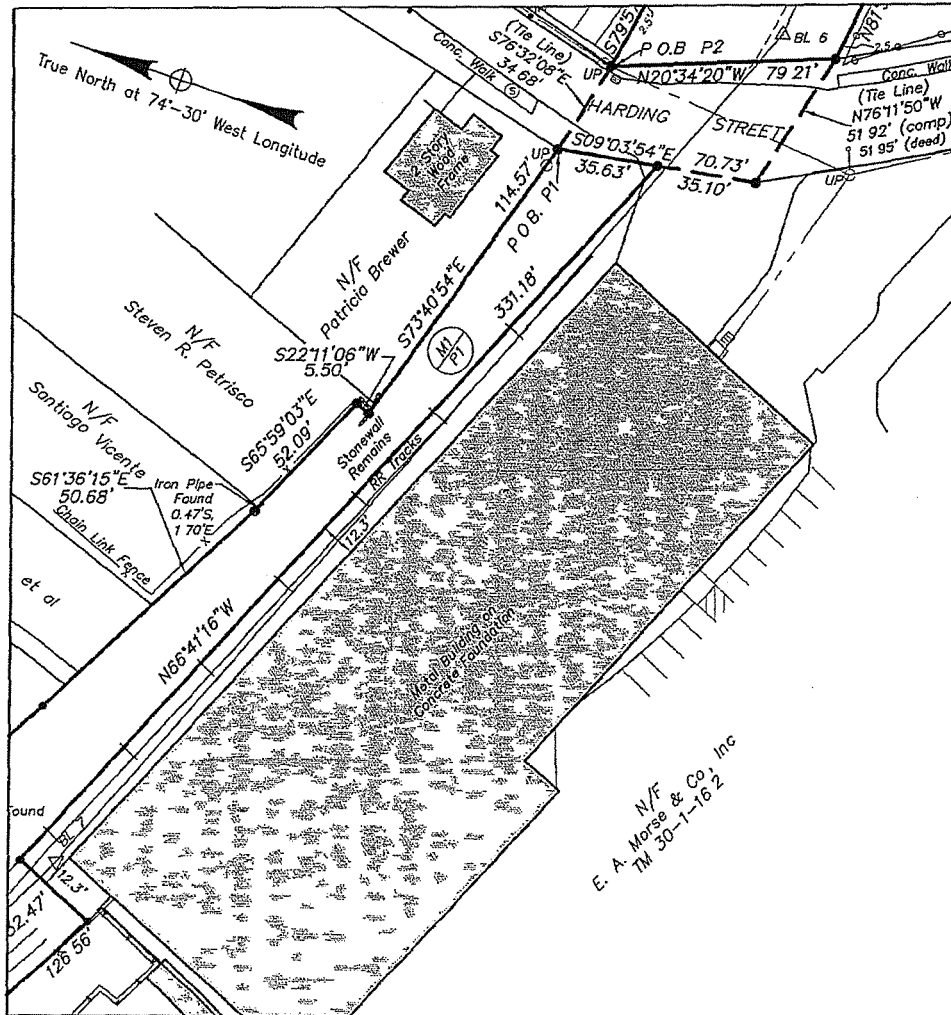
CITY OF MIDDLETOWN ACQUISITION MAP

HARDING ROAD
CITY OF MIDDLETOWN

MAP NO 1
PARCEL NOS P1 & P2
SHEET 2 OF 6 SHEETS

E. A. MORSE AND COMPANY, INC
(REPUTED OWNER)
CCD-Liber 4530, Page 170

PARCEL SUMMARY:
Type: P1-Fee
Portion of City of Middletown
Tax Map No. 30-1-16 2
City of Middletown
County of Orange
State of New York



PREPARED BY: _____ CHECKED BY: _____ FINAL CHECK BY: _____

CITY OF MIDDLETOWN ACQUISITION MAP

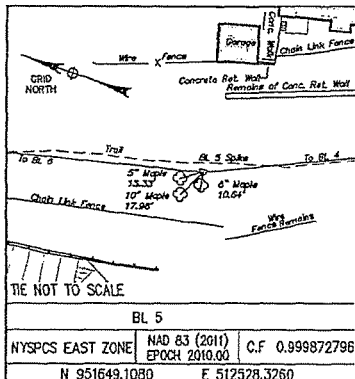
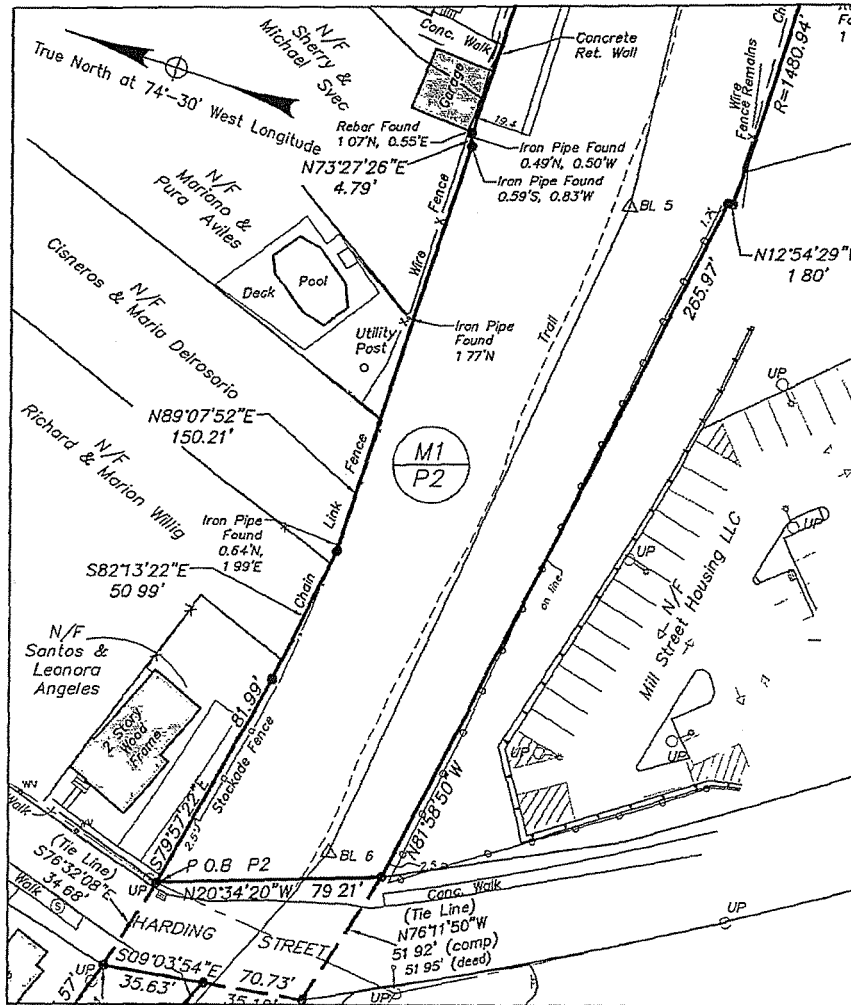
HARDING ROAD
CITY OF MIDDLETOWN

MAP NO 1
PARCEL NOS P1 & P2
SHEET 3 OF 6 SHEETS

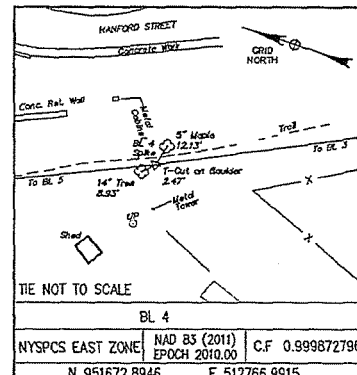
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N 951,727 8140
E. 512,249 3900
NAD 83 (2011) Epoch 2010 00

E.A MORSE AND COMPANY, INC
(REPUTED OWNER)
CCD-Liber 4530, Page 170

PARCEL SUMMARY.
Type: P2-Fee
Portion of City of Middletown
Tax Map No. 30-1-16 2
City of Middletown
County of Orange
State of New York



SCALE 1"=40'



PREPARED BY: NGC CHECKED BY: BC FINAL CHECK BY: NGC

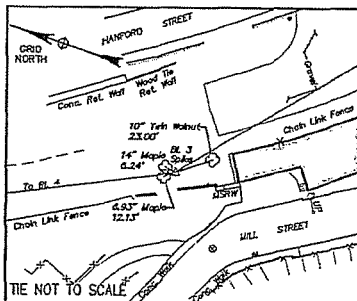
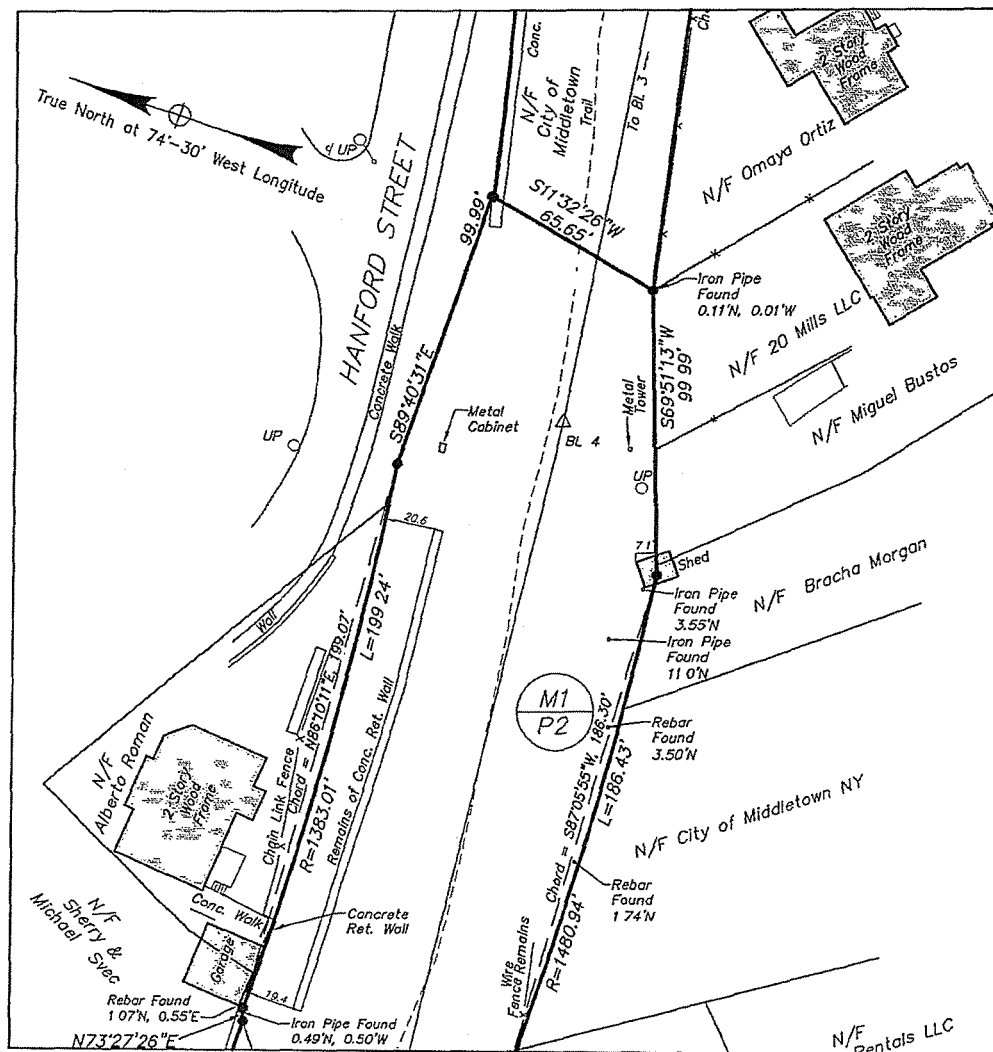
CITY OF MIDDLETOWN ACQUISITION MAP

HARDING ROAD
CITY OF MIDDLETOWN

MAP NO 1
PARCEL NOS P1 & P2
SHEET 4 OF 6 SHEETS

E A MORSE AND COMPANY, INC
(REPUTED OWNER)
CCD Liber 4530, Page 170

PARCEL SUMMARY:
Type: P2-Fee
Portion of City of Middletown
Tax Map No. 30-1-16.2
City of Middletown
County of Orange
State of New York

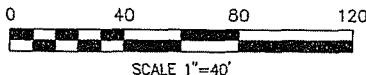


BL 3		
NYSPCS EAST ZONE	NAD 83 (2011)	C.F. 0.999872796
N 951706.1826	E 513011.7438	

INSITE
ENGINEERING SURVEYING &
LANDSCAPE ARCHITECTURE, P.C

3 Garrett Place
Carmel, NY 10512
(845) 225-9690
(845) 225-9717 fax
www.insite-eng.com

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PREPARED BY: NGC CHECKED BY: BC FINAL CHECK BY: NGC

HARDING ROAD
CITY OF MIDDLETOWN

CITY OF MIDDLETOWN
ACQUISITION MAP

MAP NO. 1
PARCEL NOS P1 & P2
SHEET 5 OF 6 SHEETS

E A MORSE AND COMPANY, INC
(REPUTED OWNER)

GENERAL NOTES:

To date, no Title Report or Abstract of Title has been provided. This survey is subject to a current, up to date Title Report.

Property corner monuments were not placed as part of this survey.

Unauthorized alteration or addition to this survey is a violation of Section 7209, subdivision 2 of the New York State Education Law.

The alteration of survey maps by anyone other than the original preparer is misleading, confusing and not in the general welfare and benefit of the public. Licensed Land Surveyors shall not alter survey maps, survey plans, or survey plats prepared by others.

Underground structures, if any exist, are not shown hereon, except as noted. The location of underground improvements or encroachments are not always known and often must be estimated. If underground improvements, easements, or encroachments exist and are neither visible during normal field survey operations nor described in instruments provided to this surveyor, they may not be shown on this map and are not certified.

This property may be affected by instruments which have not been provided to this surveyor. Users of this map should verify title with their attorney or a qualified title examiner.

Only copies from the original of this survey marked with the surveyor's embossed seal are genuine, true and correct copies of the surveyor's original work and opinion. A copy of this document without a proper application of the surveyor's embossed seal should be assumed to be an unauthorized copy.

Note that the 10 foot wide Easement Agreement between E. A. Morse and Company, Inc. and the City of Middletown dated September 16 2009, provided to this office by the client, contained no recording information and is not shown hereon as it will be extinguished by operation of law upon conveyance of the subject property from E.A. Morse and Company, Inc. to the City of Middletown.

References to the recomputed property lines from Liber 4530, Page 170 have been corrected for rotation and scaling to the New York State Plane Coordinate System, East Zone.

The fieldwork upon which this map is based was completed on August 19, 2022 and this map was prepared on October 23, 2023.

Parcel No P1
Fee

ALL that certain plot, piece or parcel of land situate, lying and being in the City of Middletown, County of Orange, and State of New York, bounded and described as follows:

Beginning at a point in the southwesterly assumed road line of Harding Street at the intersection of the division line between lands now or formerly of Patricia Brewer on the north and the herein described property on the south,

Thence from said point beginning along the assumed line of Harding Street S 09°03'54" E a distance of 35.63 feet to a point,

Thence through lands of the grantor herein N 66°41'16" W a distance of 331.18 feet and S 23°18'28" W a distance of 32.47 feet to a point in the line of lands now or formerly of Joseph R. & Jean Viserta of the Viserta Living Trust;

Thence along same N 62°12'28" W a distance of 126.56 feet and N 55°58'17" W a distance of 107.11 feet to a point in the line of lands now or formerly of the City of Middletown,

Thence along same N 30°14'13" E a distance of 52.85 feet to a point in the line of lands now or formerly of Tany's Enterprises, Inc.,

Thence along said lands of Tany's Enterprises, Inc., lands now or formerly of Angel Maita, lands now or formerly of Elmer J. Spear, Jr.,

lands now or formerly of Madge Bennet, lands now or formerly of Steven M. Grasse, lands now or formerly of Peter T. Donely, lands now or formerly of Aretta Fullington, et al, lands now or formerly of Sanitago Vicente, lands now or formerly of Steven R. Petrisco and lands now or formerly of Patricia Brewer the following 11 courses and distances:

- (1) S 59°45'47" E a distance of 72.29 feet,
- (2) S 59°30'07" E a distance of 55.55 feet,
- (3) S 63°59'37" E a distance of 46.88 feet,
- (4) S 62°54'54" E a distance of 12.00 feet,
- (5) S 73°33'45" E a distance of 34.37 feet,
- (6) S 61°53'04" E a distance of 50.64 feet,
- (7) S 61°52'38" E a distance of 50.64 feet,
- (8) S 61°36'15" E a distance of 50.68 feet,
- (9) S 65°59'03" E a distance of 52.09 feet,
- (10) S 22°11'06" W a distance of 5.50 feet and
- (11) S 73°40'54" E a distance of 114.57 feet to the point or place of beginning.

Containing 21,783 square feet or 0.500 acres being the same more or less.

The horizontal datum to which this description is referenced is NAD83 (2011) Epoch 2010.00 and is projected in the New York State Plane Coordinate System East Zone. The combined scale factor is 0.999872798.

To convert the New York State Plane Coordinate System East Zone distances in this description to ground distances multiply the distances in this description by 1.000127220.

The meridian of this mapping is referenced to True North at 74 degrees 30 minutes West Longitude.
The rotation to Liber 4530, Page 170, Schedule A is +12°30'54"

PREPARED BY: NGC CHECKED BY: BC FINAL CHECK BY: NGC

HARDING ROAD
CITY OF MIDDLETOWN

CITY OF MIDDLETOWN
ACQUISITION MAP

MAP NO 1
PARCEL NOS P1 & P2
SHEET 6 OF 6 SHEETS

E. A. MORSE AND COMPANY, INC
(REPUTED OWNER)

Parcel No. P2
Fee

ALL that certain plot, piece or parcel of land situate, lying and being in the City of Middletown, County of Orange, and State of New York, bounded and described as follows.

Beginning at a point in the easterly assumed road line of Harding Street at the intersection of the division line between lands now or formerly of Santos & Leonora Angeles on the north and lands of the grantor herein on the south, Said point of beginning being located S 76°32'08" E 34.68 feet from a point in the westerly assumed line of Harding Street at the northwesterly corner of other lands of the grantor herein,

Thence along said lands of Angeles and continuing along lands now or formerly of Richard & Marion Willig, lands now or formerly of Cisneros & Maria Delrosario, lands now or formerly of Mariano & Pura Aviles and lands now or formerly of Sherry & Michael Svec, the following four (4) courses and distances:

- (1) S 79°57'22" E a distance of 81.99 feet,
- (2) S 82°13'22" E a distance of 50.99 feet,
- (3) N 89°07'52" E a distance of 150.21 feet and
- (4) N 73°27'26" E a distance of 4.79 feet to a point of non-tangency;

Thence continuing along lands now or formerly of Svec, lands now or formerly of Alberto Roman and the southerly line of Hanford Street along a curve to the left having an arc length of 199.24 feet, a radius of 1383.01 feet, a chord bearing of N 86°10'11" E, and a chord length of 199.07 feet, to a point of non-tangency.

Thence continuing along said southerly line of Hanford Street S 89°40'31" E a distance of 99.99 feet to lands now or formerly of the City of Middletown,

Thence along said lands now or formerly of the City of Middletown S 11°32'26" W a distance of 65.65 feet to lands now or formerly of 20 Mills LLC;

Thence along said lands now or formerly of 20 Mills LLC, lands now or formerly of Miguel Bustos and lands now or formerly of Bracha Morgan S 69°51'13" W a distance of 99.99 feet to a point of non-tangency

Thence continuing along lands now or formerly of Bracha Morgan, lands now or formerly of the City of Middletown and lands now or formerly of Mill Street Housing LLC following a curve to the right having an arc length of 186.43 feet, a radius of 1480.94', a chord bearing of S 87°05'55" W, and a chord length of 186.30', to a point of non-tangency;

Thence continuing along lands now or formerly of Mill Street Housing LLC N 12°54'29" W a distance of 180 feet and N 81°58'50" W a distance of 265.97 feet to a point in said northerly assumed line of Harding Street;

Thence along same N 20°34'20" W a distance of 79.21 feet to the point or place of beginning.

Containing 46,934 square feet or 1.078 acres being the same more or less.

The horizontal datum to which this description is referenced is NAD83 (2011) Epoch 2010.00 and is projected in the New York State Plane Coordinate System East Zone. The combined scale factor is 0.999872796. To convert the New York State Plane Coordinate System East Zone distances in this description to ground distances multiply the distances in this description by 1.000127220.

The meridian of this mapping is referenced to True North at 74 degrees 30 minutes West Longitude. The rotation to Liber 4530, Page 170, Parcel II is +12°23'22".

Baseline Table

	Bearing	Distance
BL 3 to BL 4	S 82°15'17" W	247.006
BL 4 to BL 5	S 84°18'30" W	239.848
BL 5 to BL 6	N 84°15'36" W	250.202
BL 6 to BL 7	N 67°54'58" W	387.005
BL 7 to BL 8	N 64°25'01" W	232.771
BL 8 to BL 9	N 47°40'54" W	173.410

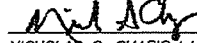
I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date: _____, 2023

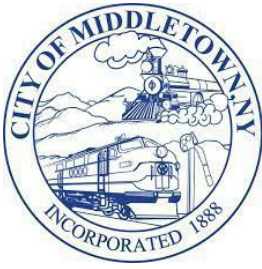
Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law

I hereby certify that this survey was performed in accordance with the current Standards for Land Surveys as adopted by the New York State Association of Professional Land Surveyors, Inc.

Date: October 26, 2023


NICHOLAS G. CHAPIS LAND SURVEYOR
P.L.S. LICENSE NO. 049330





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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: November 21, 2023

Index No: 230-23

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

Resolution Authorizing Agreements for the Paramount Theatre's 2024-2025 Season

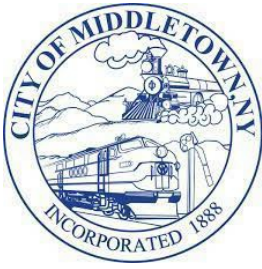
Whereas, authorization to approve rental and other agreements for use of the Paramount Theatre has been transferred to the City of Middletown as per Resolution #308-17 on November 06, 2017, and

Whereas, the yearly number of such agreements varies from 30 to 75 agreements, and

Whereas, the Corporation Counsel reviews all such agreements prior to execution, and

Whereas, the negotiation and execution of these documents, by necessity, occurs within a short timeframe,

Now, therefore, be it resolved by the Common Council of the City of Middletown that the Mayor is hereby authorized to execute, upon Corporation Counsel review, all rental and related agreements for the Paramount Theatre for the 2024-2025 which will be January 1, 2024 through 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: November 21, 2023

Index No: 231-23

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

Resolution Amending City Code to Prohibit Harboring Various Farm Animals on Properties in the City

WHEREAS, there have been complaints regarding the harboring of various farm animals on properties in the City of Middletown.

NOW THEREFORE BE IT Resolved, and be it Ordained, by the Common Council of the City of Middletown, New York, as follows:

Section 1. Article III, Farm Animals, of Chapter 161, Animals, of the Code of the City of Middletown, is hereby amended by modifying Section 161-13, Prohibited animals, to read in its entirety as follows:

It shall be unlawful to permit any of the following farm animals to be harbored or allowed to remain in any dwelling or lot in the City of Middletown: cattle, chicken, donkey, duck, goat, goose, guineafowl, horse, pheasant, pig, quail, rooster, sheep, or turkey.

Section 2. Article III, Farm Animals, of Chapter 161, Animals, of the Code of the City of Middletown, is hereby amended by modifying Section 161-14, Penalties for offenses, to read in its entirety as follows:

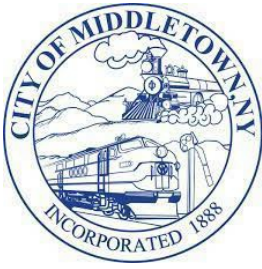
Any person who violates any of the provisions of this article shall be guilty of an offense within the meaning of the Penal Law of the State of New York and, upon conviction thereof, shall be subject to a fine of not less than \$50 nor more than \$250 for each violation, or by imprisonment for a period not exceeding 15 days, or by both such fine and imprisonment, and in addition may be required by the court, in its discretion, to pay restitution to the City of Middletown for any expenses associated with the seizure, impoundment, shelter, care or destruction of the violator's animals. Each day that a violation is permitted to exist shall constitute a separate offense. The term "person," as used in this Article, shall include the owner, property manager as defined in Chapter 296 of the City Code, occupant, mortgagee, vendee in possession, assignee of rents, receiver, executor, trustee, lessee, agent, or any other person, firm or corporation directly or indirectly in control of a premises or part thereof.

Section 3. Severability.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional or illegal by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

Section 4. Effective Date.

This Resolution and Ordinance shall take effect immediately.



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: November 21, 2023

Index No: 232-23

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

Resolution Dedicating Magnolia Park Development

WHEREAS, ADC Middletown, LLC previously received City of Middletown approval for the project identified as Miamisburg Development (Magnolia Park), with the approved plans, prepared by Lanc & Tully Engineering & Surveying PC, filed in the office of the Orange County Clerk on January 12, 2009 as Filed Map No. 1-09; and

WHEREAS, the Magnolia Park Project includes the construction of new streets, identified as Magnolia Park Road, Cedar Hill Drive, and Phillips Street, as depicted on the approved plan, to be dedicated as public streets; and

WHEREAS, Cedar Hill Drive, Phillips Street, and a portion of Magnolia Park Road has been offered for dedication to the City of Middletown, as described on Schedule "A" hereto; and

WHEREAS, the construction of Cedar Hill Drive, Phillips Street, and such portion of Magnolia Park Road, including all underground and above-ground utilities and public improvements as depicted on the approved plans, has been completed in compliance with the requirements of the City of Middletown and in accordance with the approved plans and specifications for the Magnolia Park Project; and

WHEREAS, ADC Middletown, LLC has submitted its Engineering Certification of completed street construction, certifying that all public improvements have been completed in accordance with the approved plans and specifications for the Magnolia Park Project; and

WHEREAS, as-built plans for Cedar Hill Drive, Phillips Street, and such portion of Magnolia Park Road, as required by the City of Middletown, have been submitted by ADC Middletown, LLC, and have been reviewed and accepted by the City of Middletown Commissioner of Public Works; and

WHEREAS, the construction of such portion of Magnolia Park Road has been inspected and approved by the City of Middletown Commissioner of Public Works or his representative; and

WHEREAS, all requirements for the dedication and acceptance of public streets by the City of Middletown have been satisfied by ADC Middletown, LLC regarding Cedar Hill Drive, Phillips Street, and such portion of Magnolia Park Road except as noted below that remains due; and

WHEREAS, the approved Magnolia Park Project plans further include stormwater control facilities provided on Lots 159 and 160; and

WHEREAS, such stormwater control facilities on Lots 159 and 160 have been constructed in accordance with the approved Magnolia Park Project plans and specifications, and in accordance with the prevailing and required stormwater control treatment practices and regulations required by the City of Middletown and the New York State Department of Environmental Conservation; and

WHEREAS, the City of Middletown requires execution of a Stormwater Control Facility Maintenance Agreement by the private owner of such stormwater facilities, respecting the operation, maintenance, repair and/or replacement of such stormwater facilities in perpetuity in order to insure the ongoing and intended performance of such stormwater facilities; and

WHEREAS, the form and content of such required Stormwater Control Facility Maintenance Agreement is attached hereto as Schedule “B”; and

WHEREAS, the approved Magnolia Park Project plans further provide for the construction of off-street parking for Lots 1, 159, 160, and 163 located along Magnolia Park Road; and as further shown on the plans titled “As Built Survey of Property for ADC Middletown LLC”, with latest revision date of July

21, 2023, as prepared by Gary Rich, PLS.

WHEREAS, such off-street parking facilities for Lots 1, 159, 160, and 163 have been constructed in accordance with the approved Magnolia Park Project plans and specifications and in accordance with the prevailing and required practices and regulations required by the City of Middletown; and

WHEREAS, the City of Middletown requires the execution of a Off-Street Parking Maintenance Agreement for the maintenance, cleaning, repair, and/or replacement of such off-street parking facilities in order to insure the ongoing and intended performance of such off-street parking; and

WHEREAS, intersection of Magnolia Park Rd. and Cedar Hill Dr will be a three way stop intersection; and

WHEREAS, intersection of Cedar Hill Dr and Anthony Street will be a stop intersection at Anthony Street; and

WHEREAS, Street parking on Magnolia Park Road will be permitted on both sides of the road except the first one hundred and three (103) feet on the east side of Magnolia Park Rd. from the intersection of East Main Street, within twenty (20) feet from the edge of a crosswalk, in front of driveways (per City Code), in front of off street parking stalls, and per City Code for City winter parking restrictions.

WHEREAS, Street parking on Cedar Hill Dr Road will be permitted on both sides of the road except the first fifty-nine (59) feet on the south side of Cedar Hill Dr from the intersection of Anthony Street, within twenty (20) feet from the edge of a crosswalk, in front of driveways (per City Code), and per City Code for City winter parking restrictions.

WHEREAS, Street parking on Phillips Street will continue to be permitted on the east side of the newly dedicated road to a point five hundred seventy-eight (578) feet along the curb line from the southerly property corner of House No. 226 on the existing portion of Phillips Street and into the new cul-de-sac, with no parking to occur within twenty (20) feet from the edge of a crosswalk, in front of driveways (per City Code), and per City Code for City winter parking restrictions.

WHEREAS, the form and content of such required Off-Street Parking Maintenance Agreement is attached hereto as Schedule "C".

WHEREAS, ADC Middletown, LLC has provided the City with bonds in compliance with Middletown City Code Section 420-6(U); and

WHEREAS, ADC Middletown, LLC has provided the City with a policy of title insurance in compliance with Middletown City Code Section 420-6(Y); now, therefore

BE IT RESOLVED, that the City of Middletown does hereby accept the dedication of Cedar Hill Drive, Phillips Street, and a portion of Magnolia Park Road, and all public improvements associated therewith, as described in the Schedule “A” hereto, on the following conditions:

1. The final form of the deed to Cedar Hill Drive, Phillips Street, and such portion of Magnolia Park Road, and any other document relevant to the dedication thereof, shall be subject to the approval of the City Attorney.
2. ADC Middletown, LLC will have a complete crosswalk system installed and functional on East Main Street with all ADA accessible ramps and crosswalks, as approved by the Commissioner of Public Works, constructed by May 1, 2024.
3. ADC Middletown, LLC must provide the City with bonds in compliance with Middletown City Code Section 420-6(U) by December 22, 2023.
4. ADC Middletown, LLC must provide the City with a policy of title insurance in compliance with Middletown City Code Section 420-6(Y) by December 22, 2023. The City will not perform any maintenance services until approval of the title insurance reports.

RESOLVED, the Commissioner of Public Works is hereby authorized to execute the City of Middletown Stormwater Control Facility Maintenance Agreement on behalf of the City of Middletown for the Magnolia Park Project, in form and content as attached hereto as Schedule “B”; and be it further

RESOLVED, the Commissioner of Public Works is hereby authorized to execute the City of Middletown Off-Street Parking Maintenance Agreement on behalf of the City of Middletown for the Magnolia Park Project, in form and content as attached hereto as Schedule “C”.

ATTACHMENTS:

[Magnolia Park - Off-Street Parking Schedule C 11-20-23.pdf](#)

[Magnolia Park - Schedule A 11-20-23.pdf](#)

[Magnolia Park - Stormwater Agreement - Schedule B 11-20-23.pdf](#)

**City of Middletown
Orange County, New York
Off-Street Parking Maintenance Agreement**

Whereas, the City of Middletown, Orange County, New York ("the City"), a municipal corporation with an office located at 16 James Street, Middletown, New York 10941 and Magnolia Park Homeowners Association, Inc. ("the Facility Owner"), with an office located at c/o Katonah Management Services, Inc. 334 Underhill Avenue, Suite 5D, Yorktown Heights, NY 10598, want to enter into an agreement to provide for the long term construction and maintenance of the off-street parking provided for on Lots 1, 159, 160 and 163, as located along Magnolia Park Road, as approved by the City in 2008 for the project described in the project plans referred to below for property ("Premises") known as Miamisburg Development (Magnolia Park), Middletown, New York, as filed in the Orange County Clerk's Office on January 12, 2009, as Filed Map No. 1-09, and

Whereas, there exists certain approved project plans ("Subdivision/Site Plan") prepared by Lanc & Tully Engineering and Surveying, P.C., which plans depict the aforementioned off-street parking, which the Facility Owner represents to the City were designed in accordance with City of Middletown regulations at the time of design and approval, and which plans have been reviewed and approved by the City, and

Whereas, the City and the Facility Owner desire that the off-street parking be built in accordance with the Subdivision/Site Plan and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity by the Facility Owner, its heirs, successors and assigns in order to ensure the ongoing and intended performance of the development, and

Whereas, the off-street parking facilities may also need to be periodically maintained, cleaned, repaired, and/or replaced to function in accordance with such practices and/or regulations as may be amended and/or revised from time-to-time by the governing body having jurisdiction over the same, and

Now, therefore, the City and the Facility Owner agree as follows:

1. This agreement binds the City and the Facility Owner, its heirs, successors and assigns, to the construction, maintenance and continuation of the off-street parking facilities depicted in the approved project plans that are attached as **Schedule A** of this agreement and made a part hereof. The off-street parking facilities include those parking stalls located along Magnolia Park Road, and located on Lot Nos. 1, 159, 160 and 163.
2. The Facility Owner, its heirs, successors and assigns shall be responsible for all expenses related to the construction and continued maintenance of the off-street parking facilities and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

3. The Facility Owner, its heirs, successors and assigns shall provide for the periodic inspection of the off-street parking facilities, not less than every 6 months, to determine the condition and integrity of the parking facilities. A written report of the findings including recommendations for those actions necessary for the repair and/or continuation of the off-street parking facilities shall be submitted to the City within thirty days of the inspection.
4. The Facility Owner, its heirs, successors and assigns shall maintain, clean, repair, replace and continue the off-street parking facilities depicted in **Schedule A** as necessary to ensure their intended performance. At a minimum, the Facility Owner shall remove snow and ice from the facilities during winter months after every winter storm event, clean and remove debris and sediment from the parking facilities at least twice a year (spring and fall), maintain the pavement of the parking stalls to ensure safe passage of vehicles and pedestrians and proper drainage of the parking facilities, and maintain any line striping that is present to delineate the parking stalls. Such maintenance shall be performed as required and when directed by the City. As part of such maintenance, the Facility Owner shall also perform such work as recommended in the bi-annual report in accordance with paragraph 3 above. Within thirty (30) days of maintenance being completed (with exception of snow removal), the Facility Owner shall submit to the City a verified statement attesting to the fact that the maintenance measures set forth above have been completed.
5. The Facility Owner, its heirs, successors and assigns shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the off-street parking facilities except in accordance with written approval of the City. Approval for alteration or modification of the off-street parking facilities shall not be unreasonably withheld by the City. Approval for abandonment or discontinuance of the off-street parking facilities may be withheld by the City in its sole discretion.
6. The Facility Owner, its heirs, successors and assigns shall undertake necessary repairs and replacement of the off-street parking facilities as outlined in the bi-annual report in accordance with paragraph 3 above.
7. The Facility Owner irrevocably gives permission to the City to enter the Premises (Lots 1, 159, 160 and 163), as described in **Schedule B**, and perform such inspections and/or patrols of the Premises as the City deems, in its sole and reasonable discretion, to be reasonably necessary to investigate the condition of the off-street parking facilities and Facility Owner's performance of its obligations hereunder. Such inspections and/or patrols can be performed by the City without notice or pre-conditions as the City considers appropriate under the circumstances. Said inspections and/or patrols can be performed by any authorized person acting on behalf of the City, including, but not limited to, its police officers, and/or code enforcement personnel. The permission granted hereby is in addition to any other right the City has to inspect the Premises, and it is not in limitation thereof. This permission shall not be revoked so long as the Premises is used and operated in the City of Middletown that is open to the public and/or pursuant to an approved Subdivision/Site Plan or special use permit.

8. This agreement shall be recorded in the office of the County Clerk, County of Orange together with any deed for the common property, if any, and shall be included in the offering plan and/or prospectus, if applicable to the project plans. This agreement and the requirements contained herein shall run with the land and shall bind the Facility Owner, its heirs, successors and assigns forever. The Facility Owner, its heirs, successors and assigns agree to execute any documents required by the City in connection with this agreement and the implementation of this agreement, and failure to so execute any such documents shall constitute a violation of this agreement.
9. If ever the City determines that the Facility Owner, its heirs, successors and assigns has failed to construct or maintain the off-street parking facilities in accordance with the Subdivision/Site Plan and City of Middletown Code, or has failed to undertake corrective action specified in the bi-annual report in accordance with paragraph 3 above, or if the Facility Owner, its heirs, successors and assigns has failed to execute any documents required by the City in connection with this agreement and the implementation of this agreement, then the City is authorized to undertake such steps as may be reasonably necessary for the preservation, continuation or maintenance of the off-street parking facilities and to affix the expenses thereof as a lien against the property and/or levy and collect such expenses in the same form and manner as taxes are levied and collected on the Premises. The City is authorized to take any and all other actions against the Facility Owner, its heirs, successors and assigns as may be allowed by local, County, State or Federal Law to enforce this agreement and/or collect any expenses incurred by the City, including reasonable attorneys' fees, to bring about performance of the Facility Owner's obligations hereunder.
10. In addition and without limitation to any other penal provision and/or enforcement mechanism available to the City, it shall be a violation of § 359-6 of the City Code of the City of Middletown to fail to maintain the off-street parking facilities in conformity with the approved Subdivision/Site Plan, the City Code, this Agreement or applicable law. Any such violations shall be punishable as provided under applicable law, including enforcement action by City Building Inspector.
11. Whenever reference is made in this agreement to "the City," the same shall be deemed to mean agents, officers, employees and subcontractors of and consultants to the City. Whenever reference is made in this agreement to "Facility Owner," the same shall be deemed to also refer to the Facility Owner, its heirs, successors and/or assigns.
12. This agreement is effective as of _____.

CITY OF MIDDLETOWN

FACILITY OWNER

By: Commissioner of Public Works

By: _____

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

On the ____ day of _____, 20____, before me, the undersigned, a notary public in and for said state, personally appeared _____, 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 he/she acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
COUNTY OF _____) ss.:

On the ____ day of _____, 20____, before me, the undersigned, a notary public in and for said state, personally appeared _____, 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 he/she acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public *

SCHEDULE A

NOTES

1. TOTAL ACRES 48,151
2. COUNTY OF COCONINO
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TABLE OF ZONING REQUIREMENTS

CITY OF MIDDLETOWN - UR-3A ZONE
MULTIPLE RESIDENCE PARKLAND DISTRICT)

HIGH DENSITY-TOWNHOUSES

[illegible]

- [illegible]

NUMBER OF TOWNHOUSE UNITS

[illegible]

..... 01.12.2000 11.11.2000

OF DETACH

TOTAL NUMBER OF DWELLING UNITS - 158
 8 - DETACHED DWELLINGS

NOTE: PROJECT WAS DEMONSTRATED AN AVAILABLE FIRE FLOW OF 1,000 G.P.M. WHILE MAINTAINING A MINIMUM OF 2.5 P.S.I. AT ALL POINTS IN THE DISTRIBUTION SYSTEM. THIS VALUE SHOULD BE COMPARED TO THE NEEDED FIRE FLOW (NFF) FOR THE PROPOSED CONSTRUCTION IN ACCORDANCE WITH THE INSURANCE SERVICES OFFICE (ISO) GUIDELINES, PER THE RECOMMENDED STANDARDS FOR WATER WORKS (NYS SANITARY CODE PART 2, APPENDIX 3-A). THE NEEDED FIRE FLOW FOR THE PROPOSED CONSTRUCTION HAS NOT BEEN EVALUATED BY THE ORANGE COUNTY DEPARTMENT OF

ALBUQUERQUE, N.M.
 COMMUNIST PARTY, USA
 CITY OF ALBUQUERQUE
 ALBUQUERQUE, N.M.
 CHIEF OF POLICE, ALBUQUERQUE
 CITY OF ALBUQUERQUE

SECOND OWNER:

571 WILLOW CREEK
AOC SOLUTIONS, LLC

FOR IMMEDIATE RELEASE
POUGHKEEPSIE, NY 12603

L 4510 P. 133
32-1-14 to 43-1-0

APPLICANT:

ADG SOLUTIONS, LLC
3711 NEWLTON DR
COLUMBIA, MD 21046

FOOTNOTES

1

CONCLUSIONS

[illegible]

DISTINGUISHING CODE OF PAYMENT

PROPOSED NUMBER OF UNITS IN BLOCK
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	PROPOSED BUILDING
	PROPOSED PROPERTY UNIT
	PROPOSED R.O.W. USE

PROPOSED END OF PAYMENT WITH CURE
PROPOSED SCHEDULE

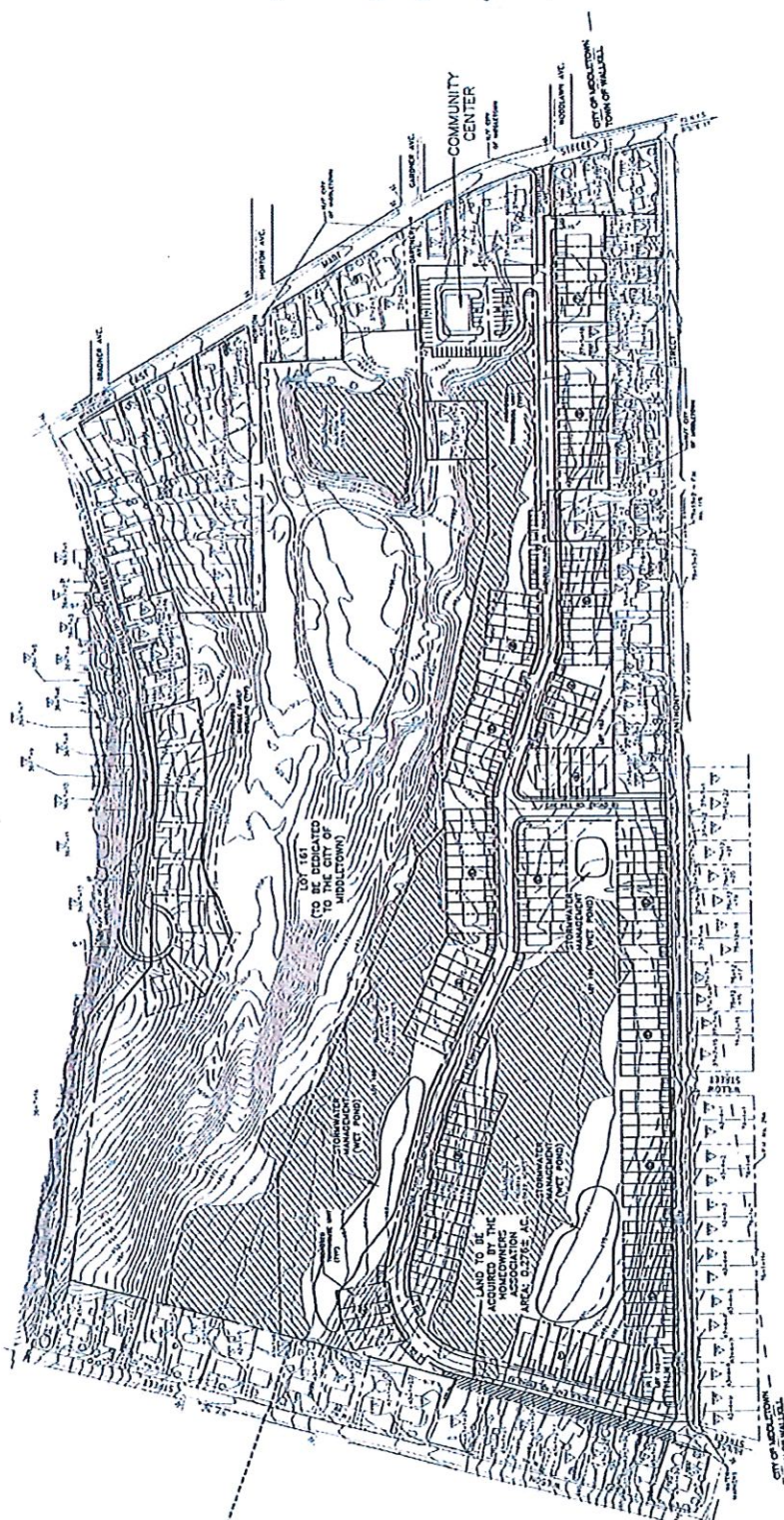
PROPOSED PARKING STRIPS

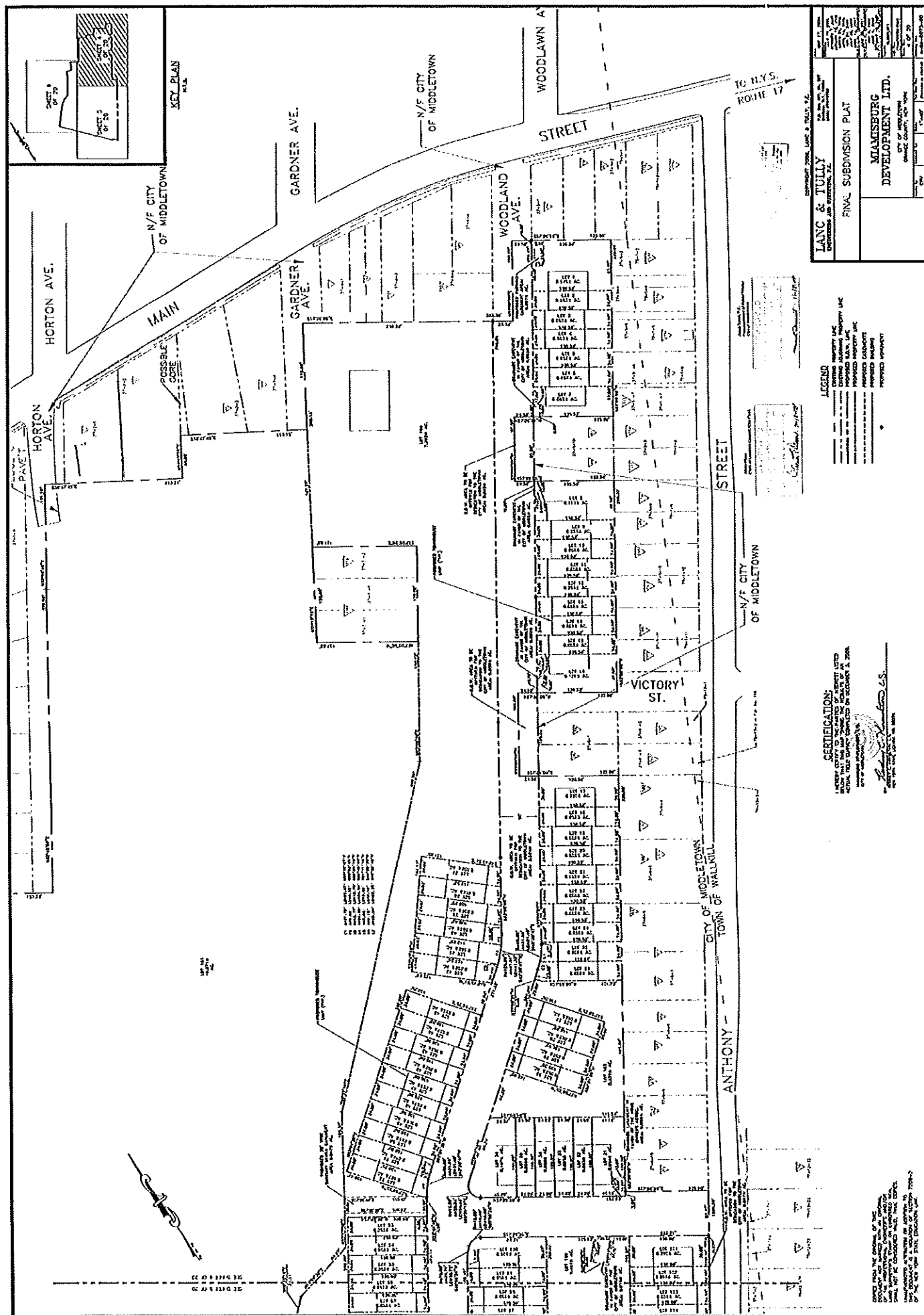
PROPOSED REVISION OF FARMHOUSE DISTRICT

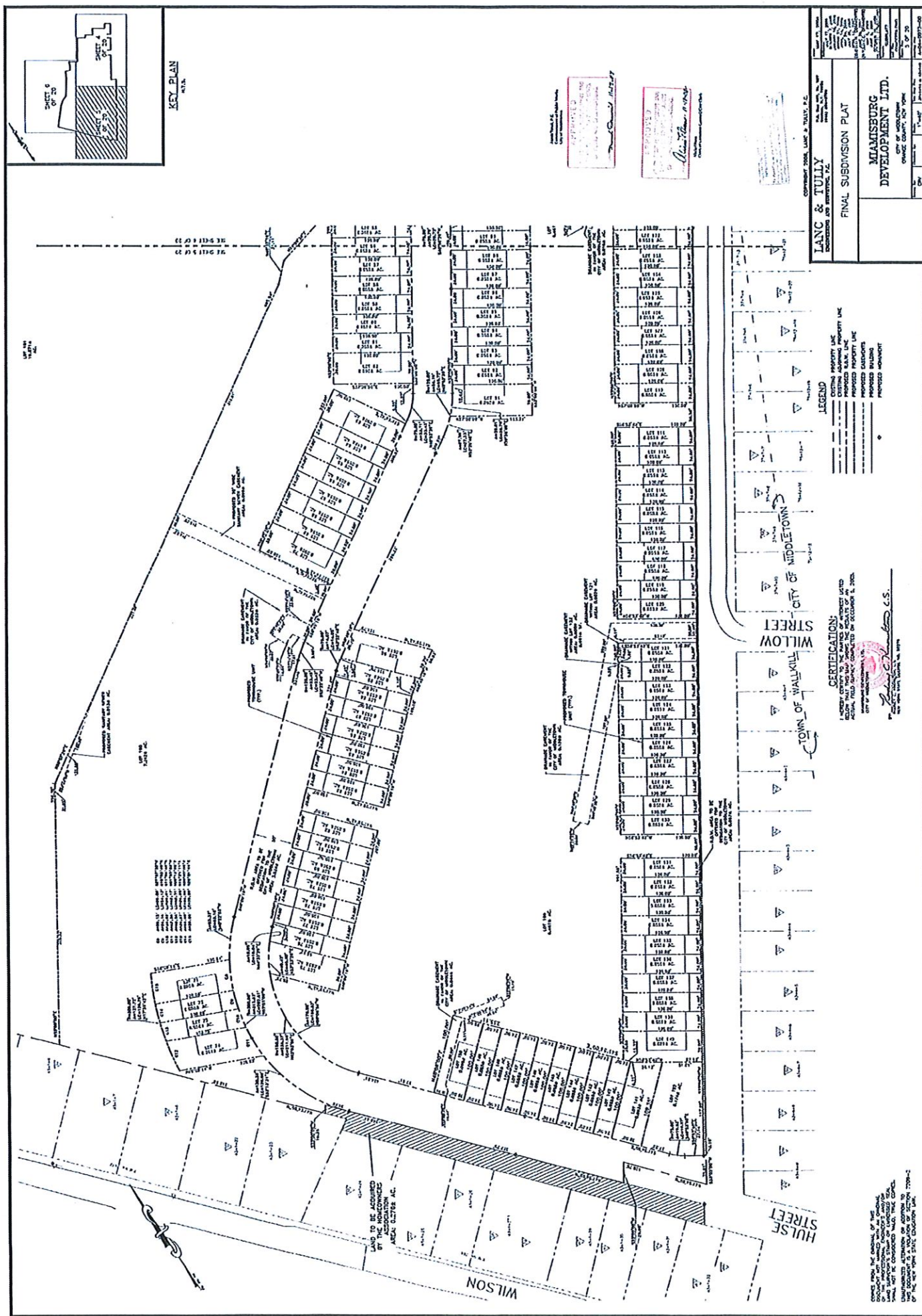
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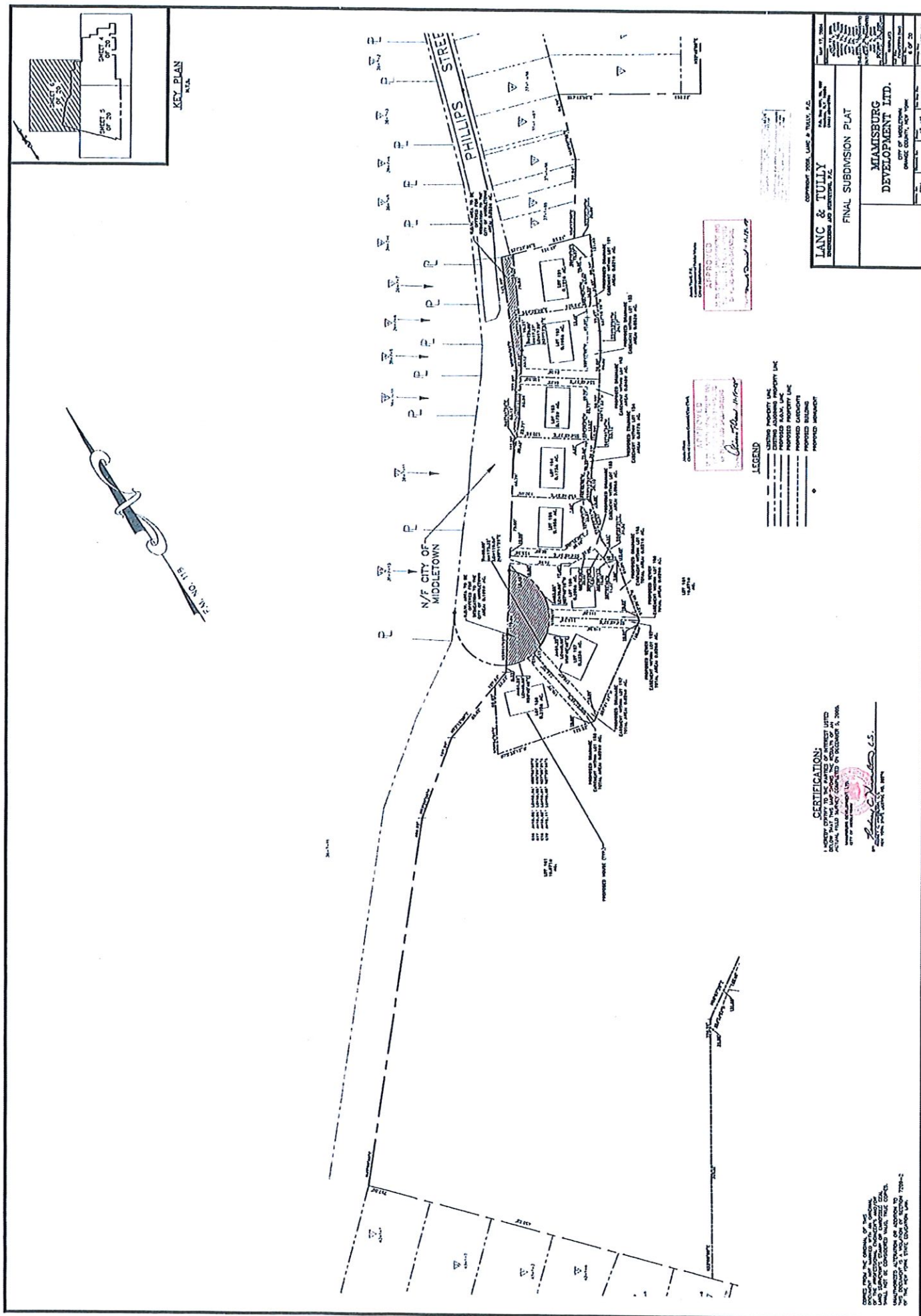
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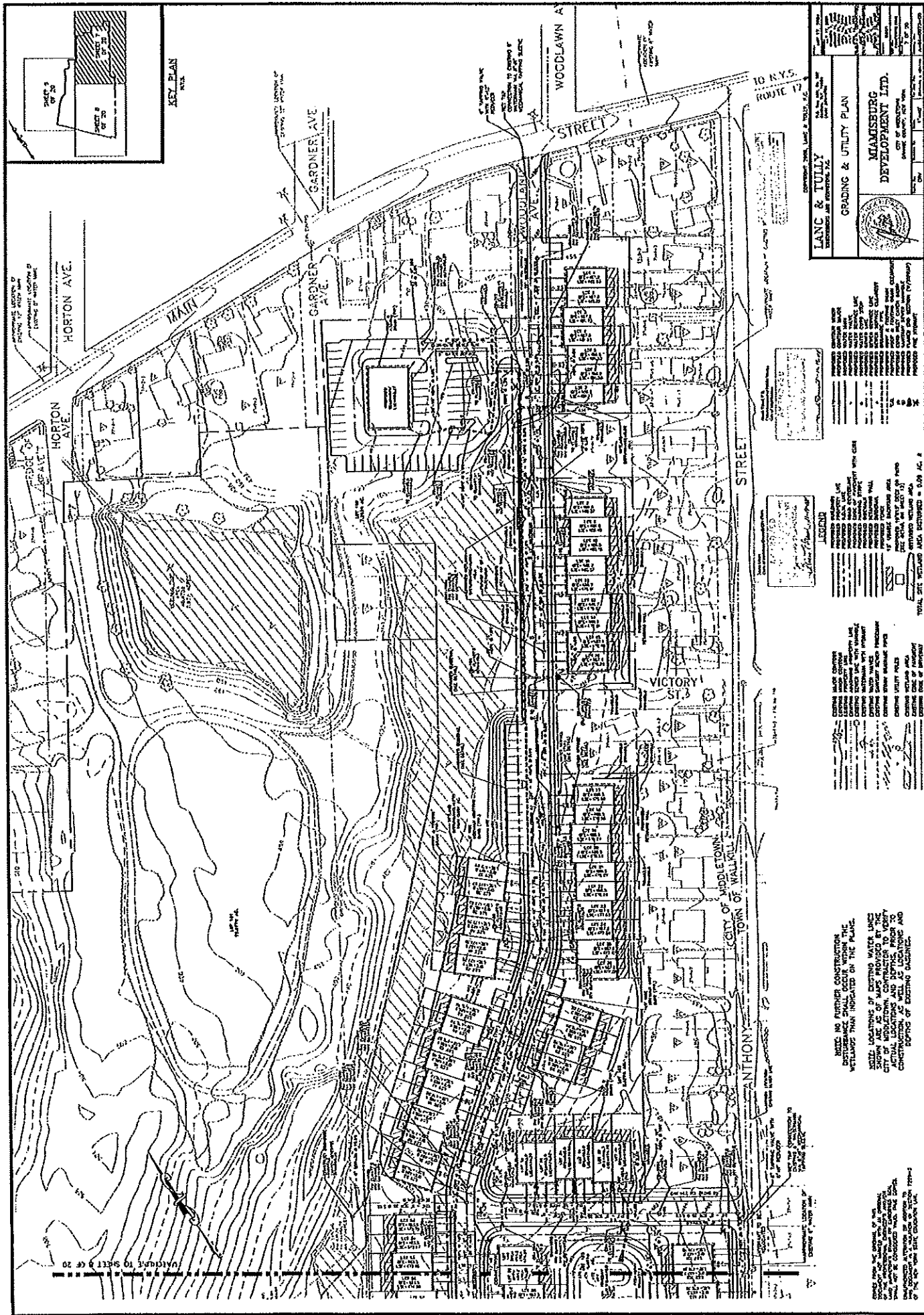
COMES FROM THE ORIGINAL OF THE DOCUMENT NOT MARKED WITH AN ORIGINAL OF THE PROFESSIONAL ENGINEER'S AND/OR LAND SURVEYOR'S STAMP OR EMPLOYED SEAL SHALL NOT BE CONSIDERED VALID, TRUE COMES.

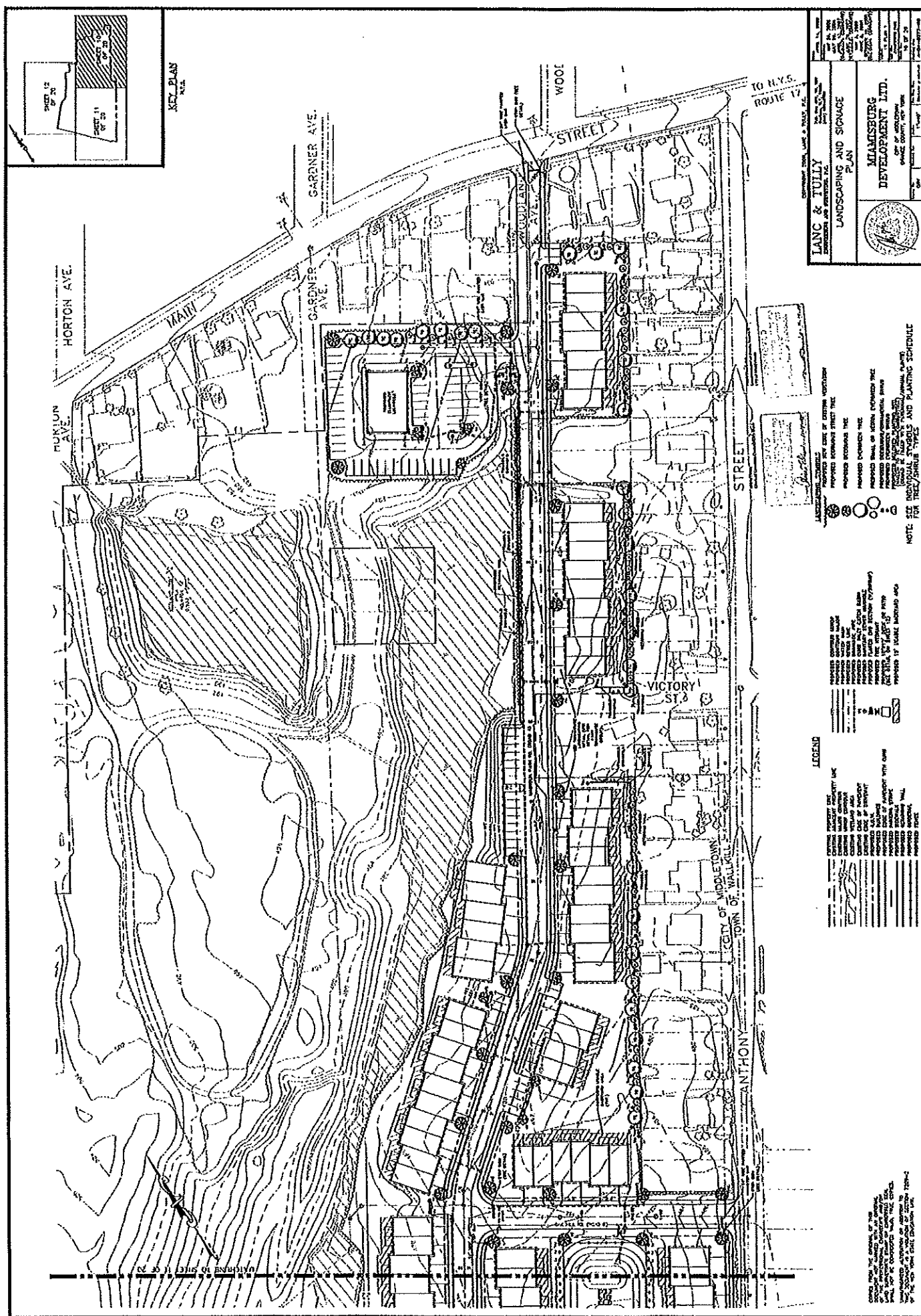
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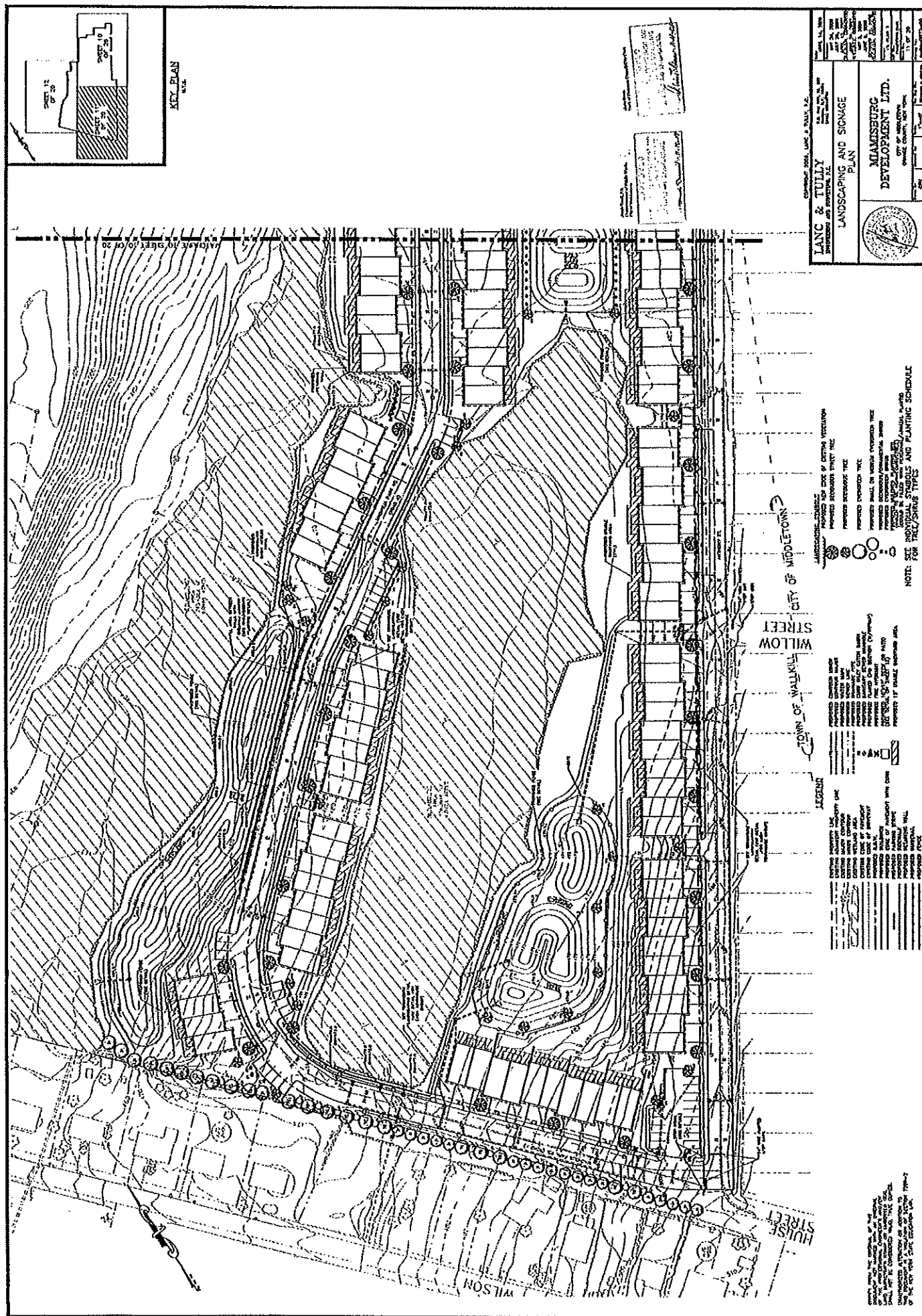


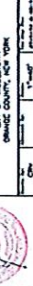
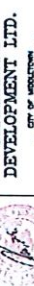
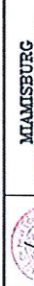
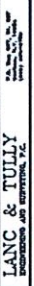
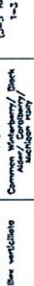
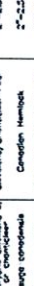
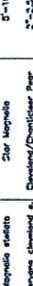
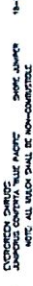
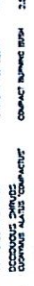
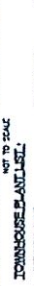
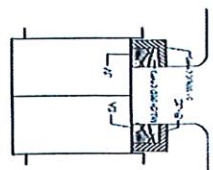
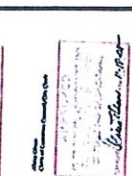
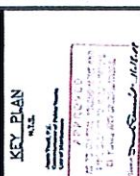
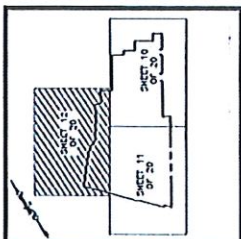
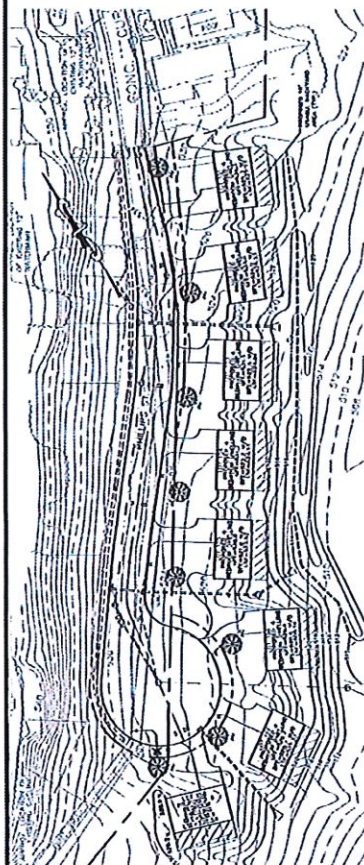


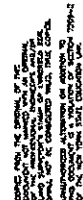


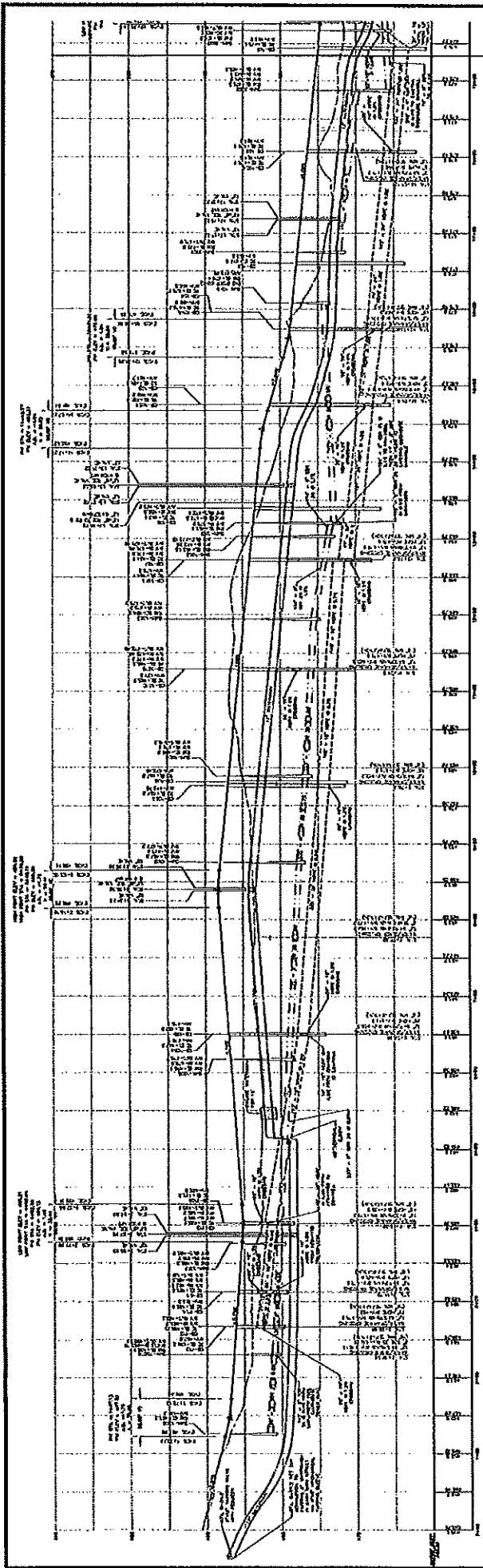




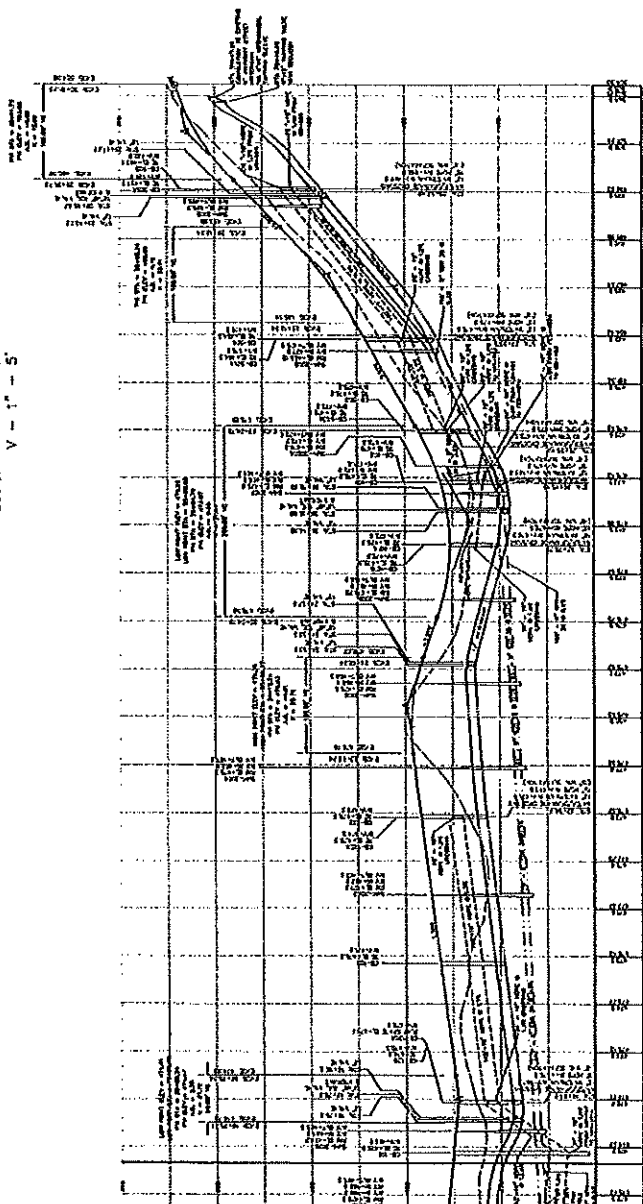




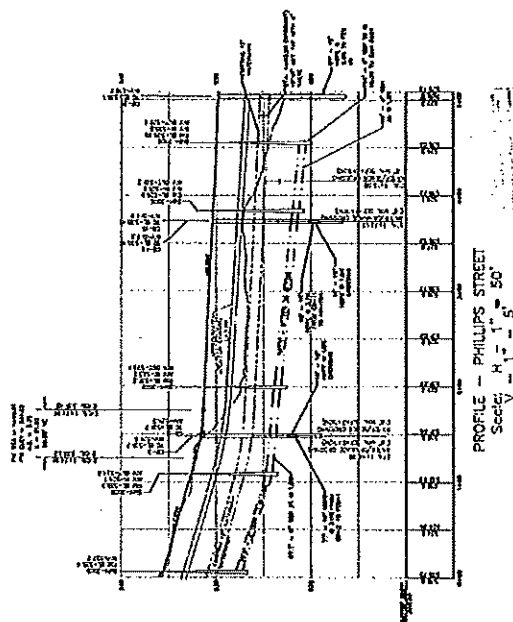




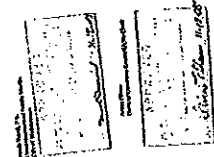
PROFILE - MAGNOLIA PARK ROAD (ROAD A)
Scale: H - 1" = 50'
V - 1" = 5'



PROFILE - MAGNOLIA PARK ROAD (ROAD A)
Scale: H - 1" = 50'
V - 1" = 5'

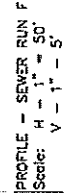
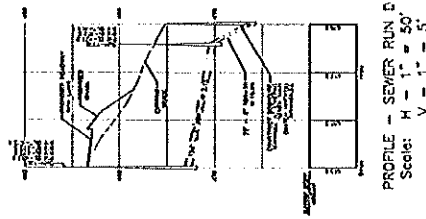
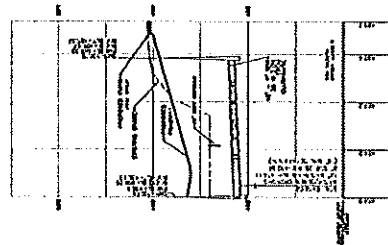
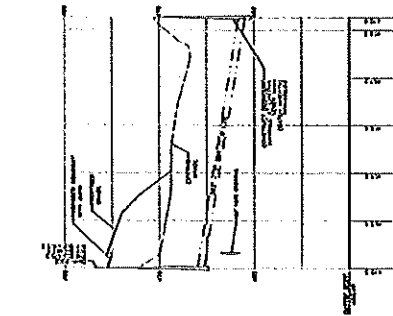
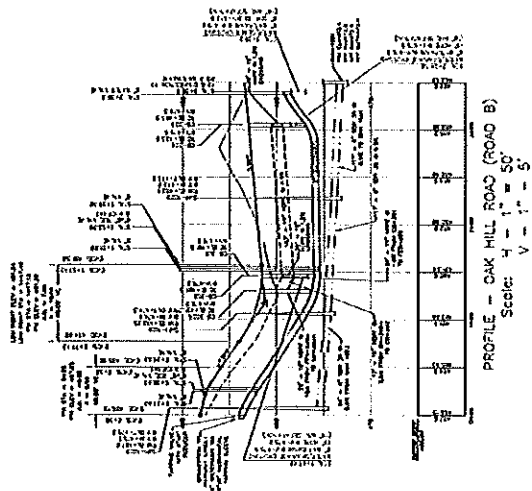
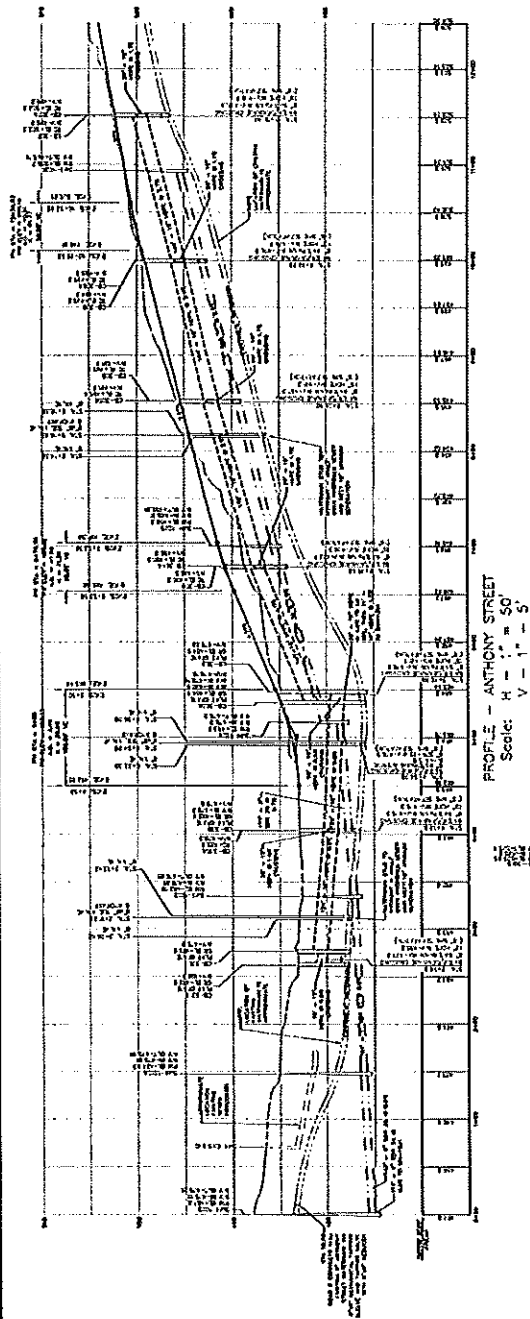


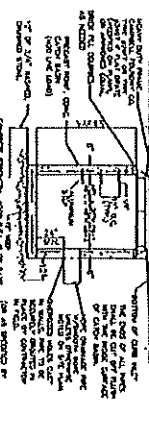
PROFILE - PHILLIPS STREET
Scale: H - 1" = 50'
V - 1" = 5'



LANC & TULLY ENGINEERS AND ARCHITECTS, INC.		MIAMI DEVELOPMENT LTD. CITY OF MIAMI OFFICE BUILDING, 100 N. MIAMI AVE. MIAMI, FLA. 33132	
PROJECT NO. 100-1000		SHEET NO. 100-1000	
DATE: 10/1/50		BY: J. T. TULLY	
CHECKED BY: J. T. TULLY		APPROVED BY: J. T. TULLY	

NOTES: 1. THE PROPOSED ROAD GRADE IS SHOWN BY A DASHED LINE. 2. THE EXISTING GROUND SURFACE IS SHOWN BY A SOLID LINE. 3. ALL ELEVATIONS ARE IN FEET. 4. ALL STATIONING IS IN STATIONS AND FEET. 5. THE SCALE OF THE PROFILE IS H - 1" = 50' V - 1" = 5'.

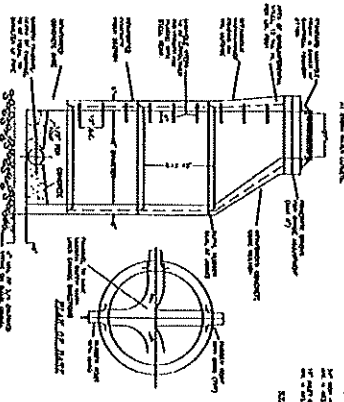
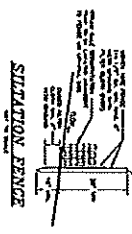
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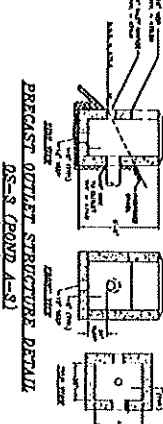
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ACADEMIC RECORD FOR JOHN PAUL BARNETT

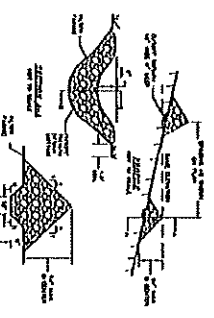
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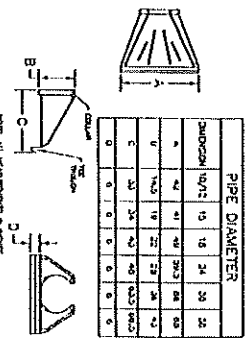
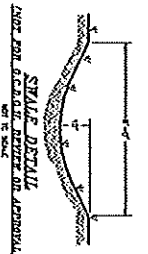
STABILITY, COMPATIBILITY, RESISTANCE, ADHESION
1. The specimens produced by the method described in the above tests were subjected to the following tests:
a. Tensile strength, by means of a tensile testing machine, at 100°C. and 150°C. for 1 hour.
b. Impact strength, by means of a Charpy impact testing machine, at 100°C. and 150°C. for 1 hour.
c. Adhesion, by means of a pull test, at 100°C. and 150°C. for 1 hour.
d. Compatibility, by means of a compatibility test, at 100°C. and 150°C. for 1 hour.
e. Resistance, by means of a resistance test, at 100°C. and 150°C. for 1 hour.



1. Check the date, the city, the time, the name of the person, the name of the school, the name of the teacher, the name of the subject, the name of the class, the name of the section, the name of the room, the name of the building, the name of the campus, the name of the district, the name of the state, the name of the country, the name of the continent, the name of the world.
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3. Check the date, the city, the time, the name of the person, the name of the school, the name of the teacher, the name of the subject, the name of the class, the name of the section, the name of the room, the name of the building, the name of the campus, the name of the district, the name of the state, the name of the country, the name of the continent, the name of the world.
4. Check the date, the city, the time, the name of the person, the name of the school, the name of the teacher, the name of the subject, the name of the class, the name of the section, the name of the room, the name of the building, the name of the campus, the name of the district, the name of the state, the name of the country, the name of the continent, the name of the world.
5. Check the date, the city, the time, the name of the person, the name of the school, the name of the teacher, the name of the subject, the name of the class, the name of the section, the name of the room, the name of the building, the name of the campus, the name of the district, the name of the state, the name of the country, the name of the continent, the name of the world.

CHECK DAY DETAIL

THE DISTRIBUTION SERVICE DESK IS TO BE ADVISED FOR

[illegible]

NOTE: A NOTICE OF INTENT (NOI) SHALL BE FILED WITH THE
NYSDEC PRIOR TO COMMENCEMENT OF CONSTRUCTION
IN CONFORMANCE WITH THE STORE WATER POLLUTION
AND APPLICABLE PERMIT REGULATIONS.

**THIS SHEET NOT FOR REVIEW OR APPROVAL
BY ORANGE COUNTY DEPARTMENT OF HEALTH**

		LANC & TULLY 10000 W. 10th Ave. Suite 100 Denver, CO 80231 Tel: 303-751-1100 Fax: 303-751-1101	
CONSTRUCTION DETAILS		COMPARED 2001, LANC & TULLY A.E.	
KRAMSBERG DEVELOPMENT LTD. OFF OF ARCHITECT 2000 E. 10th Ave., Suite 100 Denver, CO 80218		2001 10000 W. 10th Ave. Suite 100 Denver, CO 80231 Tel: 303-751-1100 Fax: 303-751-1101	

SCHEDULE B

December 3, 2022

Description of
MAGNOLIA PARK ROAD AND CEDAR HILL DRIVE
RIGHT OF WAY

All that plot, piece, or parcel of land situate, lying and being in the City of Middletown, Orange County, New York, bounded and described as follows:

Beginning at a point on the easterly side of Magnolia Park Road, said point being in the division line between lands now or formerly Mastria, Liber 13993 Page 626, on the north, and Lot 1, on the south, and running; thence

1. S. 33°-00'-00" W. 879.47' to a point; thence
2. On a curve to the right, a radius of 95.00', an arc length of 31.55', a central angle of 19°-01'-35", and a chord of 31.40', on a course of S. 42°-30'-47" W. to a point; thence
3. S. 52°-01'-35" W. 280.60' to an iron rod set; thence
4. On a curve to the left, having a radius of 15.00', an arc length of 28.54', a central angle of 109°-01'-35", a chord of 24.43', on a course of S. 02°-29'-13" E. to an iron rod set; thence
5. S. 57°-00'-00" E. 182.98' to an iron rod set; thence
6. N. 33°-00'-00" E. 5.60' to a point; thence
7. S. 57°-00'-00" E. 105.00' to a point; thence
8. S. 33°-00'-00" W. 55.60' to a point; thence
9. N. 57°-00'-00" W. 288.71' to an x cut set on the utility box; thence
10. On a curve to the left, having a radius of 15.00', an arc length of 19.40', a central angle of 74°-07'-08", a chord of 18.08', on a course of S. 85°-56'-26" W. to an iron rod set; thence
11. On a curve to the left, having a radius of 75.00', an arc length of 20.79', a central angle of 15°-52'-52", and a chord of 20.72", on a course of S. 40°-56'-26" W. to a nail set; thence
12. S. 33°-00'-00" W. 209.49' to an iron rod set; thence
13. On a curve to the right, having a radius of 125.00', an arc length of 56.19', a central angle of 25°-45'-18", and a chord of 55.72', on a course of S. 45°-52'-39" W. to a point; thence
14. S. 58°-45'-18" W. 308.52' to a point; thence
15. On a curve to the left, having a radius of 75.00', an arc length of 14.07', a central angle of 10°-45'-01", and a chord of 14.05', on a course of S. 53°-22'-48" W. to a point; thence
16. S. 48°-00'-18" W. 331.45' to a nail set; thence
17. On a curve to the left, having a radius of 150.00', an arc length of 235.37', a central angle of 89°-54'-18", and a chord of 211.96', on a course of S. 03°-03'-09" W. to an x cut set on a retaining wall; thence
18. S. 41°-54'-00" E. 404.81' to a point; thence

19. On a curve to the left, having a radius of 75.00', an arc length of 19.63', a central angle of $14^{\circ}-59'-40''$, and a chord of 19.57', on a course of S. $49^{\circ}-23'-50''$ E. to a point; thence
 20. S. $56^{\circ}-53'-40''$ E. 27.14' to a point; thence
 21. S. $33^{\circ}-00'-00''$ W. 35.81' to a point; thence
 22. N. $41^{\circ}-54'-00''$ W. 108.76' to a point; thence
 23. S. $33^{\circ}-00'-00''$ W. 25.90' to a point; thence
 24. N. $41^{\circ}-54'-00''$ W. 357.75' to an iron rod set; thence
 25. On a curve to the right, having a radius of 200.00', an arc length of 313.83', a central angle of $89^{\circ}-54'-18''$, and a chord of 282.61', on a course of N. $03^{\circ}-03'-09''$ E. to an iron rod set; thence
 26. N. $48^{\circ}-00'-18''$ E. 331.45' to a point; thence
 27. On a curve to the right, having a radius of 125.00', an arc length of 23.45', a central angle of $10^{\circ}-45'-01''$, and a chord of 23.42', on a course of N. $53^{\circ}-22'-48''$ E. to a point; thence
 28. N. $58^{\circ}-45'-18''$ E. 308.52' to an iron rod set; thence
 29. On a curve to the left, having a radius of 75.00', an arc length of 33.71', a central angle of $25^{\circ}-45'-18''$, and a chord of 33.43', on a course of N. $45^{\circ}-52'-39''$ E. to an iron rod set; thence
 30. N. $33^{\circ}-00'-00''$ E. 292.13' to an iron rod set; thence
 31. On a curve to the right, having a radius of 95.00', an arc length of 31.55', a central angle of $19^{\circ}-01'-35''$, and a chord of 31.40', on a course of N. $42^{\circ}-30'-47''$ E. to a point; thence
 32. N. $52^{\circ}-01'-35''$ E. 271.42' to a point; thence
 33. On a curve to the left, having a radius of 125.00', an arc length of 41.51', a central angle of $19^{\circ}-01'-35''$, and a chord of 41.32', on a course of N. $42^{\circ}-30'-47''$ E. to a point; thence
 34. N. $33^{\circ}-00'-00''$ E. 766.06' to a point; thence
- The following three courses and distances through Magnolia Park Road:
35. S. $57^{\circ}-00'-00''$ E. 25.50' to a point; thence
 36. N. $33^{\circ}-00'-00''$ E. 100.00' to a point; thence
 37. S. $57^{\circ}-00'-00''$ E. 24.50' to the BEGINNING POINT.

CONTAINING: 3.628 Acres

June 22, 2023

**Description of
Parking Easement
Tax map parcel 37-8-1**

All that plot, piece, or parcel of land situate, lying and being in the City of Middletown, Orange County, New York, bounded and described as follows:

Beginning at a point on the easterly side of Magnolia Park Road, said point being S. 33°-00'-00" W. 6.50' from the division line between lands now or formerly Mastria, Liber 13993 Page 626 on the north, and Lot 1 on the south, and running; thence

The following three courses and distances through Lot 1:

- 1. S. 57°-00'-00" E. 15.50' to a point; thence**
- 2. S. 33°-00'-00" W. 21.00' to a point; thence**
- 3. N. 57°-00'-00" W. 15.50' to a point on the easterly side of Magnolia Park Road; thence**
- 4. Along the easterly side of Magnolia Park Road, N. 33°-00'-00" E. 21.00' to the BEGINNING POINT.**

CONTAINING: 326 Square Feet or 0.007 Acres

July 21, 2023

**Description of
MAGNOLIA PARK ROAD AND CEDAR HILL DRIVE
RIGHT OF WAY**

All that plot, piece, or parcel of land situate, lying and being in the City of Middletown, Orange County, New York, bounded and described as follows:

Beginning at a point on the easterly side of Magnolia Park Road, said point being in the division line between lands now or formerly Mastria, Liber 13993 Page 626, on the north, and Lot 1, on the south, and running; thence

1. S. 33°-00'-00" W. 879.47' to a point; thence
 2. On a curve to the right, a radius of 95.00', an arc length of 31.55', a central angle of 19°-01'-35", and a chord of 31.40', on a course of S. 42°-30'-47" W. to a point; thence
 3. S. 52°-01'-35" W. 280.60' to an iron rod set; thence
 4. On a curve to the left, having a radius of 15.00', an arc length of 28.54', a central angle of 109°-01'-35", a chord of 24.43', on a course of S. 02°-29'-13" E. to an iron rod set; thence
 5. S. 57°-00'-00" E. 182.98' to an iron rod set; thence
 6. N. 33°-00'-00" E. 5.60' to a point; thence
 7. S. 57°-00'-00" E. 105.00' to a point; thence
 8. S. 33°-00'-00" W. 55.60' to a point; thence
 9. N. 57°-00'-00" W. 288.71' to an x cut set on the utility box; thence
 10. On a curve to the left, having a radius of 15.00', an arc length of 19.40', a central angle of 74°-07'-08", a chord of 18.08', on a course of S. 85°-56'-26" W. to an iron rod set; thence
 11. Through Magnolia Park Road, N. 57°-00'-00" W. 52.86' to a point; thence
 12. N. 33°-00'-00" E. 62.11' to an iron rod set; thence
 13. On a curve to the right, having a radius of 95.00', an arc length of 31.55', a central angle of 19°-01'-35", and a chord of 31.40', on a course of N. 42°-30'-47" E. to a point; thence
 14. N. 52°-01'-35" E. 271.42' to a point; thence
 15. On a curve to the left, having a radius of 125.00', an arc length of 41.51', a central angle of 19°-01'-35", and a chord of 41.32', on a course of N. 42°-30'-47" E. to a point; thence
 16. N. 33°-00'-00" E. 766.06' to a point; thence
- The following three courses and distances through Magnolia Park Road:
17. S. 57°-00'-00" E. 25.50' to a point; thence
 18. N. 33°-00'-00" E. 100.00' to a point; thence
 19. S. 57°-00'-00" E. 24.50' to the BEGINNING POINT.

CONTAINING: 1.771 Acres

LINE	DESCRIPTION	BEARING	DISTANCE
1	From Station 1+00.00 to Station 1+10.00	N 89° 59' 59" W	100.00
2	From Station 1+10.00 to Station 1+20.00	N 89° 59' 59" W	100.00
3	From Station 1+20.00 to Station 1+30.00	N 89° 59' 59" W	100.00
4	From Station 1+30.00 to Station 1+40.00	N 89° 59' 59" W	100.00
5	From Station 1+40.00 to Station 1+50.00	N 89° 59' 59" W	100.00
6	From Station 1+50.00 to Station 1+60.00	N 89° 59' 59" W	100.00
7	From Station 1+60.00 to Station 1+70.00	N 89° 59' 59" W	100.00
8	From Station 1+70.00 to Station 1+80.00	N 89° 59' 59" W	100.00
9	From Station 1+80.00 to Station 1+90.00	N 89° 59' 59" W	100.00
10	From Station 1+90.00 to Station 2+00.00	N 89° 59' 59" W	100.00

LINE	DESCRIPTION	BEARING	DISTANCE
1	From Station 2+00.00 to Station 2+10.00	N 89° 59' 59" W	100.00
2	From Station 2+10.00 to Station 2+20.00	N 89° 59' 59" W	100.00
3	From Station 2+20.00 to Station 2+30.00	N 89° 59' 59" W	100.00
4	From Station 2+30.00 to Station 2+40.00	N 89° 59' 59" W	100.00
5	From Station 2+40.00 to Station 2+50.00	N 89° 59' 59" W	100.00
6	From Station 2+50.00 to Station 2+60.00	N 89° 59' 59" W	100.00
7	From Station 2+60.00 to Station 2+70.00	N 89° 59' 59" W	100.00
8	From Station 2+70.00 to Station 2+80.00	N 89° 59' 59" W	100.00
9	From Station 2+80.00 to Station 2+90.00	N 89° 59' 59" W	100.00
10	From Station 2+90.00 to Station 3+00.00	N 89° 59' 59" W	100.00

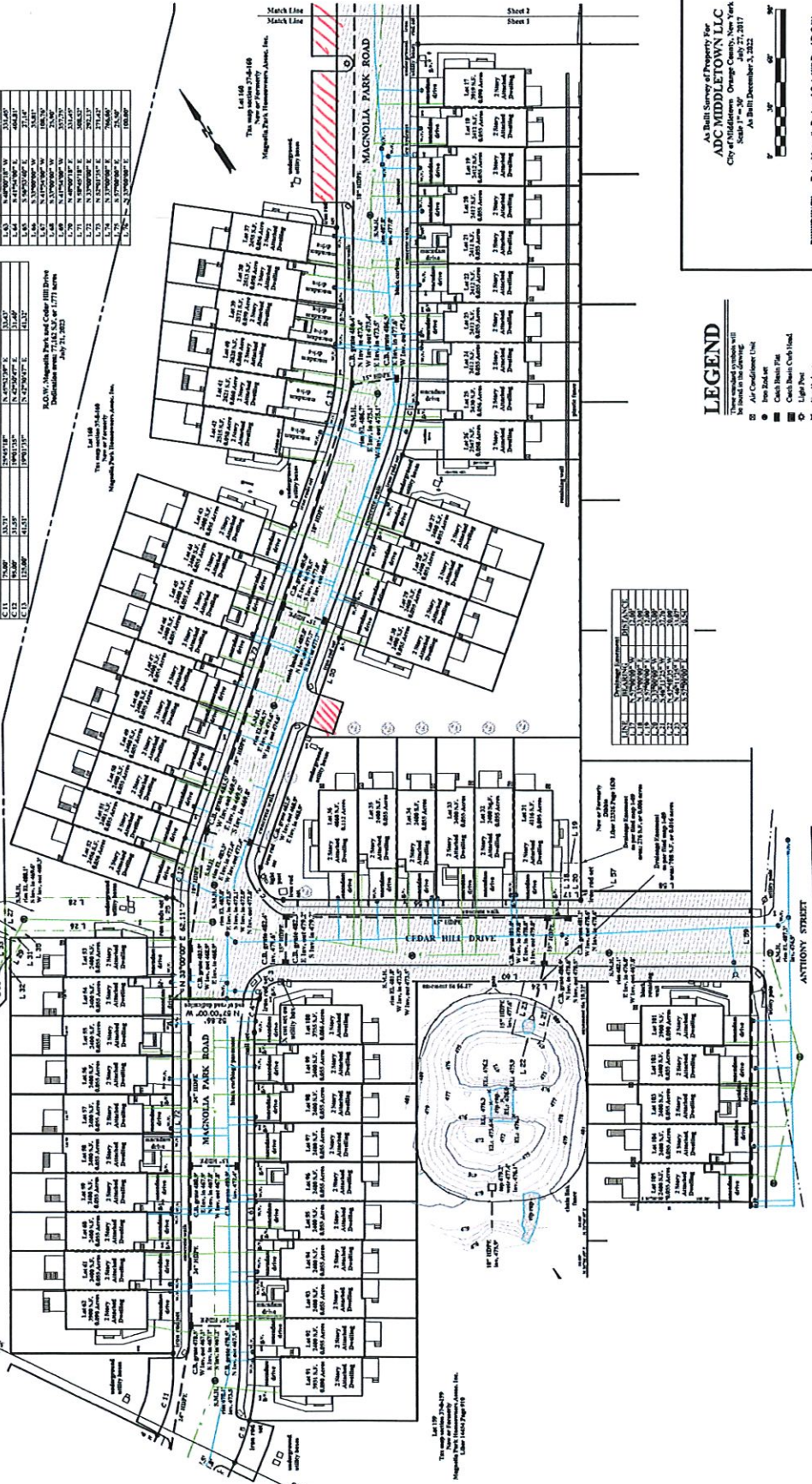
LINE	DESCRIPTION	BEARING	DISTANCE
1	From Station 3+00.00 to Station 3+10.00	N 89° 59' 59" W	100.00
2	From Station 3+10.00 to Station 3+20.00	N 89° 59' 59" W	100.00
3	From Station 3+20.00 to Station 3+30.00	N 89° 59' 59" W	100.00
4	From Station 3+30.00 to Station 3+40.00	N 89° 59' 59" W	100.00
5	From Station 3+40.00 to Station 3+50.00	N 89° 59' 59" W	100.00
6	From Station 3+50.00 to Station 3+60.00	N 89° 59' 59" W	100.00
7	From Station 3+60.00 to Station 3+70.00	N 89° 59' 59" W	100.00
8	From Station 3+70.00 to Station 3+80.00	N 89° 59' 59" W	100.00
9	From Station 3+80.00 to Station 3+90.00	N 89° 59' 59" W	100.00
10	From Station 3+90.00 to Station 4+00.00	N 89° 59' 59" W	100.00

LINE	DESCRIPTION	BEARING	DISTANCE
1	From Station 4+00.00 to Station 4+10.00	N 89° 59' 59" W	100.00
2	From Station 4+10.00 to Station 4+20.00	N 89° 59' 59" W	100.00
3	From Station 4+20.00 to Station 4+30.00	N 89° 59' 59" W	100.00
4	From Station 4+30.00 to Station 4+40.00	N 89° 59' 59" W	100.00
5	From Station 4+40.00 to Station 4+50.00	N 89° 59' 59" W	100.00
6	From Station 4+50.00 to Station 4+60.00	N 89° 59' 59" W	100.00
7	From Station 4+60.00 to Station 4+70.00	N 89° 59' 59" W	100.00
8	From Station 4+70.00 to Station 4+80.00	N 89° 59' 59" W	100.00
9	From Station 4+80.00 to Station 4+90.00	N 89° 59' 59" W	100.00
10	From Station 4+90.00 to Station 5+00.00	N 89° 59' 59" W	100.00

LINE	DESCRIPTION	BEARING	DISTANCE
1	From Station 5+00.00 to Station 5+10.00	N 89° 59' 59" W	100.00
2	From Station 5+10.00 to Station 5+20.00	N 89° 59' 59" W	100.00
3	From Station 5+20.00 to Station 5+30.00	N 89° 59' 59" W	100.00
4	From Station 5+30.00 to Station 5+40.00	N 89° 59' 59" W	100.00
5	From Station 5+40.00 to Station 5+50.00	N 89° 59' 59" W	100.00
6	From Station 5+50.00 to Station 5+60.00	N 89° 59' 59" W	100.00
7	From Station 5+60.00 to Station 5+70.00	N 89° 59' 59" W	100.00
8	From Station 5+70.00 to Station 5+80.00	N 89° 59' 59" W	100.00
9	From Station 5+80.00 to Station 5+90.00	N 89° 59' 59" W	100.00
10	From Station 5+90.00 to Station 6+00.00	N 89° 59' 59" W	100.00

LINE	DESCRIPTION	BEARING	DISTANCE
1	From Station 6+00.00 to Station 6+10.00	N 89° 59' 59" W	100.00
2	From Station 6+10.00 to Station 6+20.00	N 89° 59' 59" W	100.00
3	From Station 6+20.00 to Station 6+30.00	N 89° 59' 59" W	100.00
4	From Station 6+30.00 to Station 6+40.00	N 89° 59' 59" W	100.00
5	From Station 6+40.00 to Station 6+50.00	N 89° 59' 59" W	100.00
6	From Station 6+50.00 to Station 6+60.00	N 89° 59' 59" W	100.00
7	From Station 6+60.00 to Station 6+70.00	N 89° 59' 59" W	100.00
8	From Station 6+70.00 to Station 6+80.00	N 89° 59' 59" W	100.00
9	From Station 6+80.00 to Station 6+90.00	N 89° 59' 59" W	100.00
10	From Station 6+90.00 to Station 7+00.00	N 89° 59' 59" W	100.00

LINE	DESCRIPTION	BEARING	DISTANCE
1	From Station 7+00.00 to Station 7+10.00	N 89° 59' 59" W	100.00
2	From Station 7+10.00 to Station 7+20.00	N 89° 59' 59" W	100.00
3	From Station 7+20.00 to Station 7+30.00	N 89° 59' 59" W	100.00
4	From Station 7+30.00 to Station 7+40.00	N 89° 59' 59" W	100.00
5	From Station 7+40.00 to Station 7+50.00	N 89° 59' 59" W	100.00
6	From Station 7+50.00 to Station 7+60.00	N 89° 59' 59" W	100.00
7	From Station 7+60.00 to Station 7+70.00	N 89° 59' 59" W	100.00
8	From Station 7+70.00 to Station 7+80.00	N 89° 59' 59" W	100.00
9	From Station 7+80.00 to Station 7+90.00	N 89° 59' 59" W	100.00
10	From Station 7+90.00 to Station 8+00.00	N 89° 59' 59" W	100.00



LEGEND

- 1. All Conditions Unit
- 2. Fire Station
- 3. Fire Station
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- 100. Fire Station

As Built Survey of Property for
ADC MIDDLETOWN LLC
City of Middletown Orange County, New York
Scale 1" = 20'
As Built December 3, 2022

REFERENCE: Being Magnolia Park and Oak Hill Road B.O.W.
as map entitled, "Hansburg Development LTR,"
dated 12/14/2019, Map No. 149
Being a portion of David Lohr 12798 Page 724, Tax map sections 27-2-164

Being a portion of David Lohr 12798 Page 724, Tax map sections 27-2-164

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Being a portion of David Lohr 12798 Page 724, Tax map sections 27-2-164

Notes: Survey and water location per map section.
Subject to easement and E.O.W. of record and underground utilities.
All dimensions are in feet and inches. Dimensions are not to scale.
Conditional easements or other interests are not shown.
The New York State Education Law per 7802 (2).

Revision	Date	Description
1	11/22/2023	new final subdivision map

GARY E. RICH
Licensed Land Surveyor
24 Long Drive Pine Bush, NY 12566
pr666@verizon.net (845) 365-3822

PR 2017 2
SHEET 2 OF 2

December 3, 2022

**Description of
PHILLIPS STREET RIGHT OF WAY**

All that plot, piece, or parcel of land situate, lying and being in the City of Middletown, Orange County, New York, bounded and described as follows:

Beginning at an iron rod set on the easterly side of Phillips Street, said point being in the most northwesterly corner of Lot 156, and running; thence

- 1. On a curve to the right, having a radius of 60.00', an arc length of 173.32', a central angle of 165°-30'-38", and a chord of 119.04', on a course of S. 35°-11'-23" W. to an iron rod set; thence**
- 2. N. 35°-11'-23" E. 119.04' to the BEGINNING POINT.**

CONTAINING: 4749 Square Feet or 0.109 Acres

December 3, 2022

**Description of
PHILLIPS STREET RIGHT OF WAY**

All that plot, piece, or parcel of land situate, lying and being in the City of Middletown, Orange County, New York, bounded and described as follows:

Beginning at an iron rod set in Lot 154, and running; thence

- 1. N. 35°-11'-23" E. 112.35' to a point; thence**
- 2. N. 25°-40'-00" E. 143.07' to a point; thence**
- 3. S. 71°-27'-30" E. 14.93' to an iron rod set; thence**
- 4. S. 27°-16'-19" W. 103.04' to a mag nail set; thence**
- 5. On a curve to the right, having a radius of 125.00', an arc length of 17.27', a central angle of 07°-55'-04", and a chord of 17.26', on a course of S. 31°-13'-51" W. to an iron rod set; thence**
- 6. S. 35°-11'-23" W. 85.67' to an iron rod set; thence**
- 7. S. 41°-41'-34" W. 53.12' to the BEGINNING POINT.**

CONTAINING: 2279 Square Feet or 0.052 Acres

**City of Middletown
Orange County, New York
Stormwater Control Facility Maintenance Agreement**

Whereas, the City of Middletown, Orange County, New York ("the City"), a municipal corporation with an office located at 16 James Street, Middletown, New York 10941 and Magnolia Park Homeowners Association, Inc. ("the Facility Owner"), with an office located at c/o Katonah Management Services, Inc. 334 Underhill Avenue, Suite 5D, Yorktown Heights, NY 10598, want to enter into an agreement to provide for the long term construction, maintenance and continuation of stormwater control measures provided for on Lots 159 and 160, as approved by the City in 2008 for the project described in the project plans referred to below for property ("Premises") known as Miamisburg Development (Magnolia Park), Middletown, New York, as filed in the Orange County Clerk's Office on January 12, 2009, as Filed Map No. 1-09, and

Whereas, there exists certain approved project plans ("Subdivision/Site Plan") prepared by Lanc & Tully Engineering and Surveying, P.C., which plans depict the aforementioned stormwater control measures, which stormwater control measures the Facility Owner represents to the City were designed in accordance with the prevailing and required stormwater control and treatment practices and regulations required by the City and/or the New York State Department of Environmental Conservation ("NYSDEC") at the time of design and approval, and which plans have been reviewed and approved by the City, and

Whereas, the City and the Facility Owner desire that the stormwater control measures be built in accordance with the Subdivision/Site Plan and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity by the Facility Owner, its heirs, successors and assigns in order to ensure the ongoing and intended performance of the components, and

Whereas, the stormwater control measures may also need to be periodically maintained, cleaned, repaired, and/or replaced to function in accordance with such practices and/or regulations as may be amended and/or revised from time-to-time by the governing body having jurisdiction over the same, and

Now, therefore, the City and the Facility Owner agree as follows:

1. This agreement binds the City and the Facility Owner, its heirs, successors and assigns, to the construction, maintenance and continuation of stormwater control measures depicted in the approved project plans that are attached as **Schedule A** of this agreement and made a part hereof. The stormwater control measures may include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices, catch basins, manholes and stormwater treatment and management ponds.
2. The Facility Owner, its heirs, successors and assigns shall be responsible for all expenses

related to the construction, maintenance and continuation of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

3. The Facility Owner, its heirs, successors and assigns shall provide for the periodic inspection of the stormwater control measures, not less than once in every one-year period, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York or a Certified Professional in Erosion and Sediment Control (CPESC). The inspecting engineer or CPESC shall prepare and submit to the City, within thirty days of the inspection, a written report of the findings including recommendations for those actions necessary for the repair and/or continuation of the stormwater control measures.
4. The Facility Owner, its heirs, successors and assigns shall maintain, clean, repair, replace and continue the stormwater control measures depicted in **Schedule A** as necessary to ensure their intended performance. At a minimum, the Facility Owner shall perform the annual maintenance described in **Schedule C** hereto. Such maintenance shall be performed at least once every calendar year. As part of such annual maintenance, the Facility Owner shall also perform such work as recommended in the annual report prepared by the Professional Engineer or CPESC in accordance with paragraph 3 above. Within thirty (30) days of the annual maintenance being completed, the Facility Owner shall submit to the City a verified statement attesting to the fact that the maintenance measures set forth on **Schedule C** have been completed and that the work recommended by the Professional Engineer or CPESC has also been completed.
5. The Facility Owner, its heirs, successors and assigns shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the City. Approval for alteration or modification of the stormwater control measures shall not be unreasonably withheld by the City. Approval for abandonment or discontinuation of the stormwater control measures may be withheld by the City in its sole discretion.
6. The Facility Owner, its heirs, successors and assigns shall undertake necessary repairs and replacement of the stormwater control measures in accordance with the approved plans and all recommendations of the inspecting engineer or CPESC.
7. The Facility Owner irrevocably gives permission to the City to enter the Premises (Lots 159 and 160), as described in **Schedule B**, and perform such inspections and/or patrols of the Premises as the City deems, in its sole and reasonable discretion, to be reasonably necessary to investigate the performance of the stormwater control measures and Facility Owner's performance of its obligations hereunder. Such inspections and/or patrols can be performed by the City without notice or pre-conditions as the City considers appropriate under the circumstances. Said inspections and/or patrols can be performed by any authorized person acting on behalf of the City, including, but not limited to, its police officers, and/or code enforcement personnel. The permission granted hereby is in addition to any other right the City has to inspect

the Premises, and it is not in limitation thereof. This permission shall not be revoked so long as the Premises is used and operated in the City of Middletown that is open to the public and/or pursuant to an approved Subdivision/Site Plan or special use permit.

8. This agreement shall be recorded in the office of the County Clerk, County of Orange together with any deed for the common property, if any, and shall be included in the offering plan and/or prospectus, if applicable to the project plans. This agreement and the requirements contained herein (including the requirements set forth in **Schedule A and Schedule C**) shall run with the land and shall bind the Facility Owner, its heirs, successors and assigns forever. The Facility Owner, its heirs, successors and assigns agree to execute any documents required by the City in connection with this agreement and the implementation of this agreement, and failure to so execute any such documents shall constitute a violation of this agreement.
9. If ever the City determines that the Facility Owner, its heirs, successors and assigns has failed to construct or maintain the stormwater control measures in accordance with the Subdivision/Site Plan or has failed to undertake corrective action specified by the City or by the inspecting engineer or CPESC, or if the Facility Owner, its heirs, successors and assigns has failed to execute any documents required by the City in connection with this agreement and the implementation of this agreement, then the City is authorized to undertake such steps as may be reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property and/or levy and collect such expenses in the same form and manner as taxes are levied and collected on the Premises. The City is authorized to take any and all other actions against the Facility Owner, its heirs, successors and assigns as may be allowed by local, County, State or Federal Law to enforce this agreement and/or collect any expenses incurred by the City, including reasonable attorneys' fees, to bring about performance of the Facility Owner's obligations hereunder.
10. In addition and without limitation to any other penal provision and/or enforcement mechanism available to the City, it shall be a violation of § 413-17 and § 414-19 of the City Code of the City of Middletown to fail to maintain the stormwater control measures in conformity with the approved Subdivision/Site Plan, this Agreement or applicable law. Any such violations shall be punishable as provided under applicable law, including enforcement action by City Building Inspector.
11. Whenever reference is made in this agreement to "the City," the same shall be deemed to mean agents, officers, employees and subcontractors of and consultants to the City. Whenever reference is made in this agreement to "Facility Owner," the same shall be deemed to also refer to the Facility Owner, its heirs, successors and/or assigns.
12. This agreement is effective as of _____.

CITY OF MIDDLETOWN

FACILITY OWNER

By: Commissioner of Public Works

By: _____

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

On the ____ day of _____, 20__, before me, the undersigned, a notary public in and for said state, personally appeared _____, 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 he/she acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

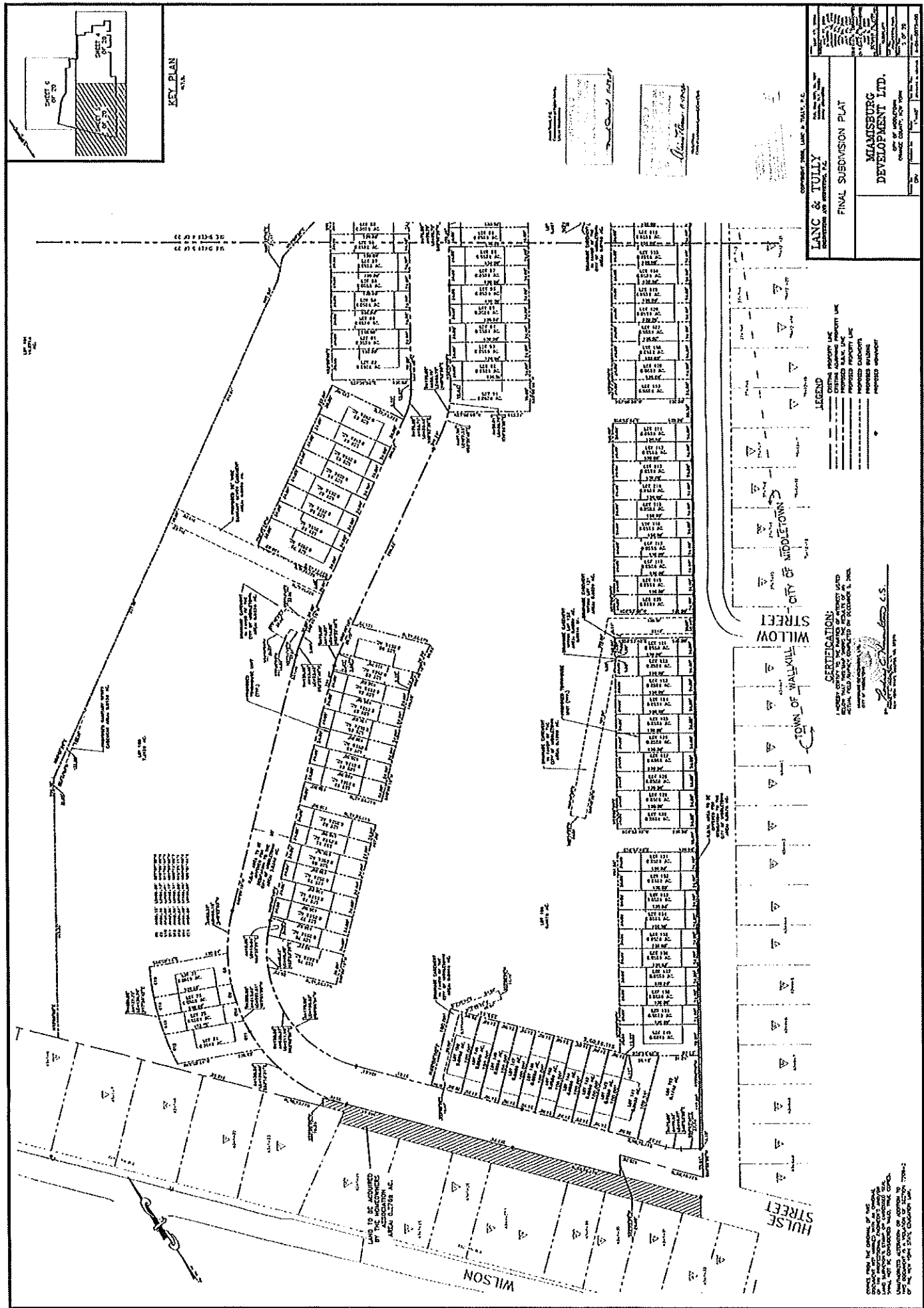
Notary Public

STATE OF _____)
COUNTY OF _____) ss.:

On the ____ day of _____, 20__, before me, the undersigned, a notary public in and for said state, personally appeared _____, 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 he/she acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public *

SCHEDULE A





CERTIFICATION:
I HEREBY CERTIFY TO THE PARTIES OF INTEREST LISTED
BELOW THAT THIS WAS 2008 THE RESULTS OF AN
ANNUAL FIELD SURVEY COMPLETED ON DECEMBER 3, 2008.

COPIES FROM THE ORIGINAL OF THIS DOCUMENT WILL BE FURNISHED TO THE MEMBERS OF THE CONGRESSIONAL JOINT SELECT COMMITTEE ON ASSASSINATIONS AND TO THE MEMBERS OF THE HOUSE OF REPRESENTATIVES AND SENATE COMMITTEES ON EDUCATION AND LABOR. THIS DOCUMENT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE NEW YORK STATE EDUCATION DEPT.

Richard C. Hendon, C.S.
 10000 1st St. N.E.
 Seattle, WA 98105

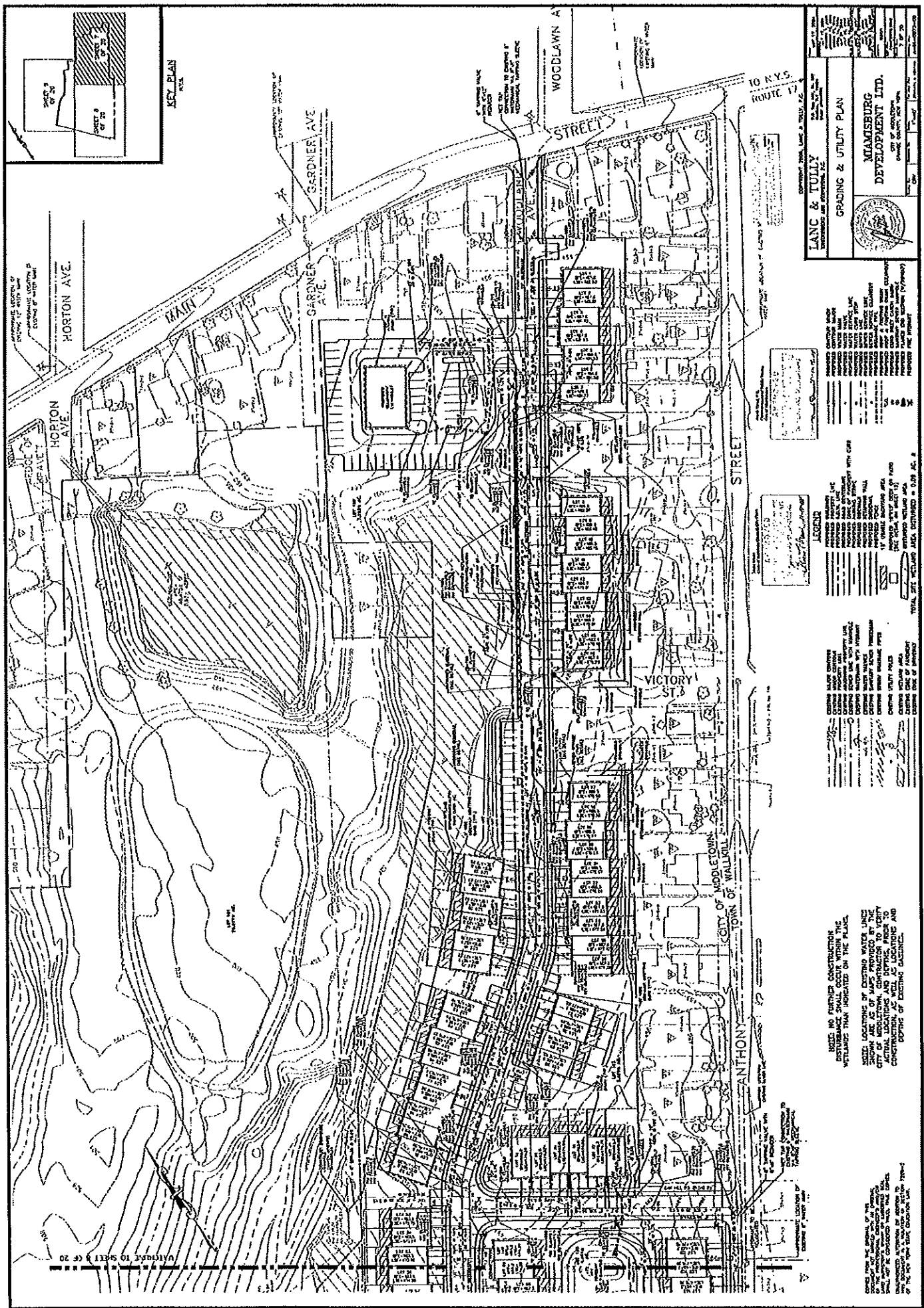
LEGEND

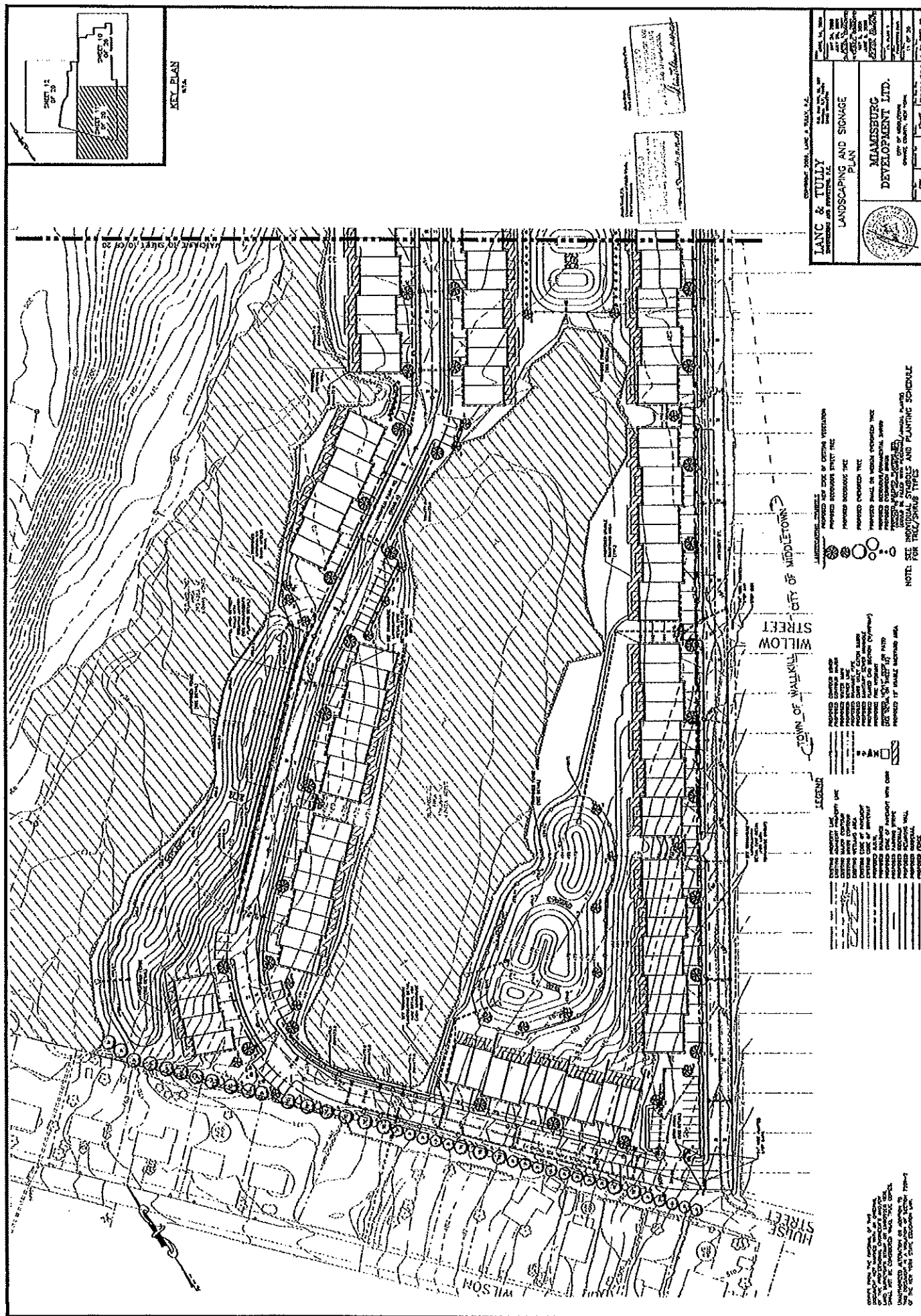
APPROVED
BY THE BOARD OF DIRECTORS
OF THE BOARD OF DIRECTORS
OF THE BOARD OF DIRECTORS

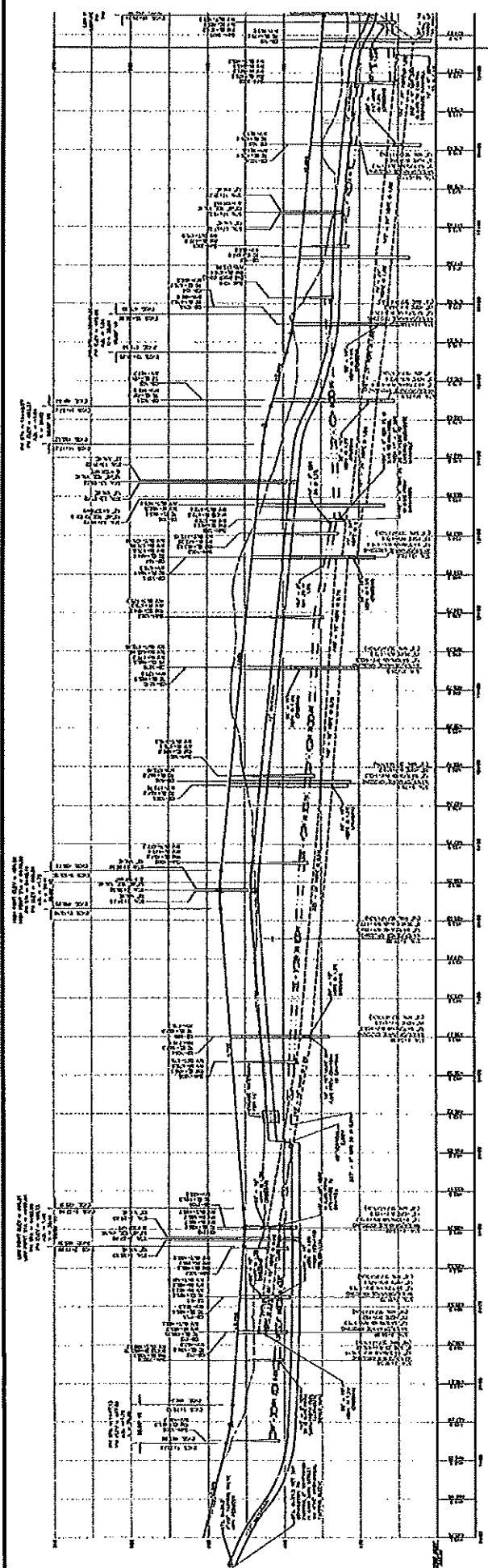
APPROVED
FOR PUBLICATION
DATE: 11/11/11
BY: [Signature]

KEY PLAN

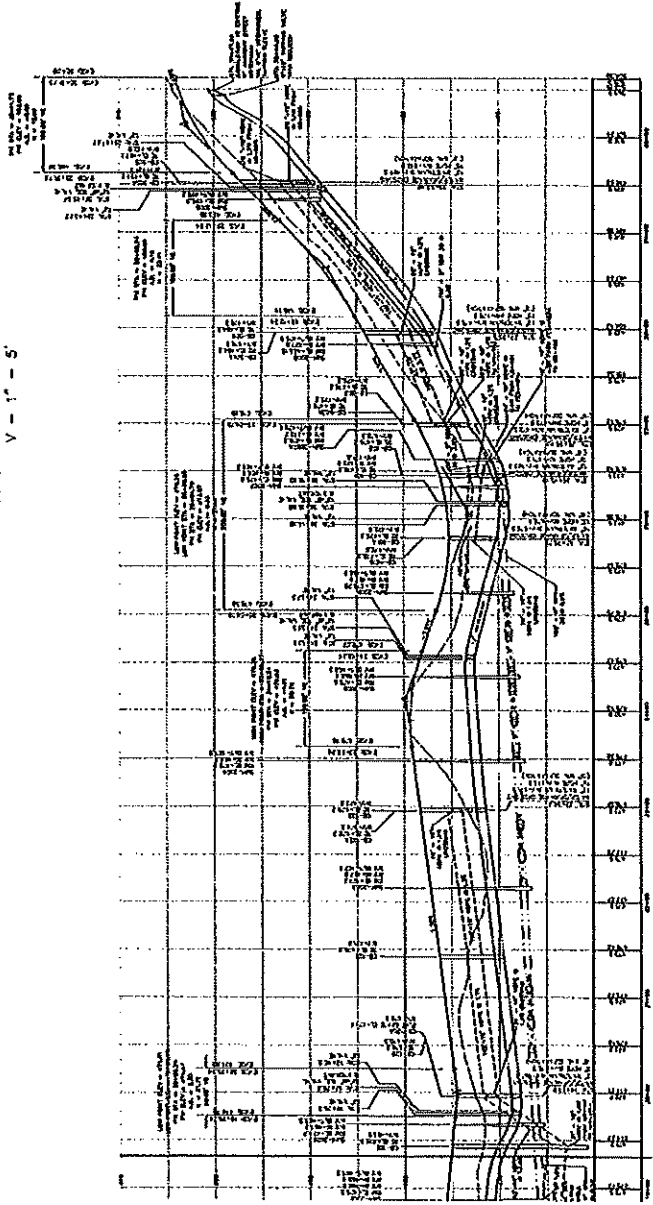




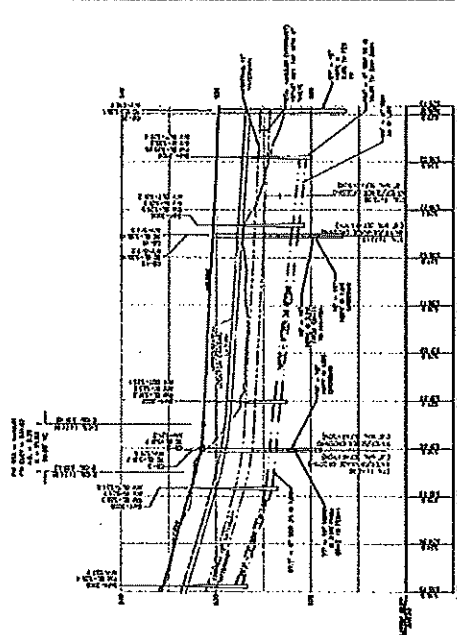




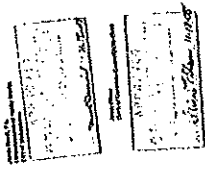
PROFILE - MAGNOLIA PARK ROAD (ROAD A)
 Scale: H - 1" = 50'
 V - 1" = 5'

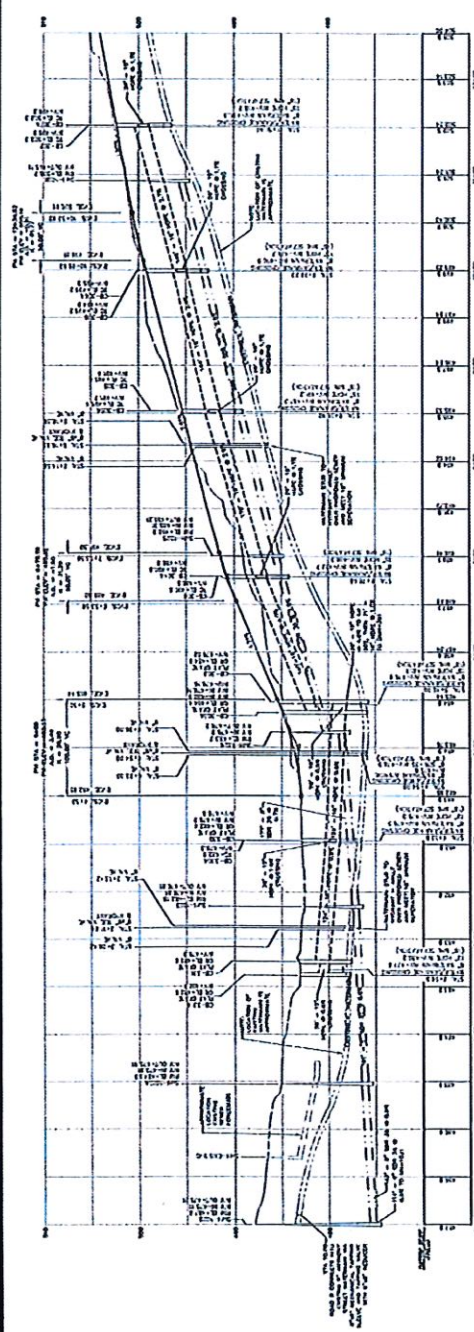


PROFILE - MAGNOLIA PARK ROAD (ROAD A)
 Scale: H - 1" = 50'
 V - 1" = 5'

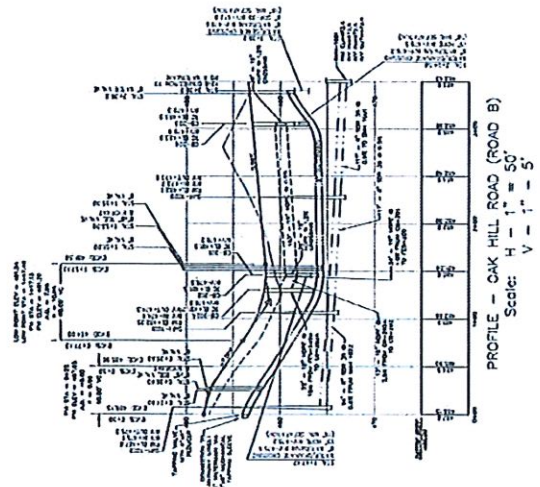


PROFILE - PHILLIPS STREET
 Scale: H - 1" = 50'
 V - 1" = 5'

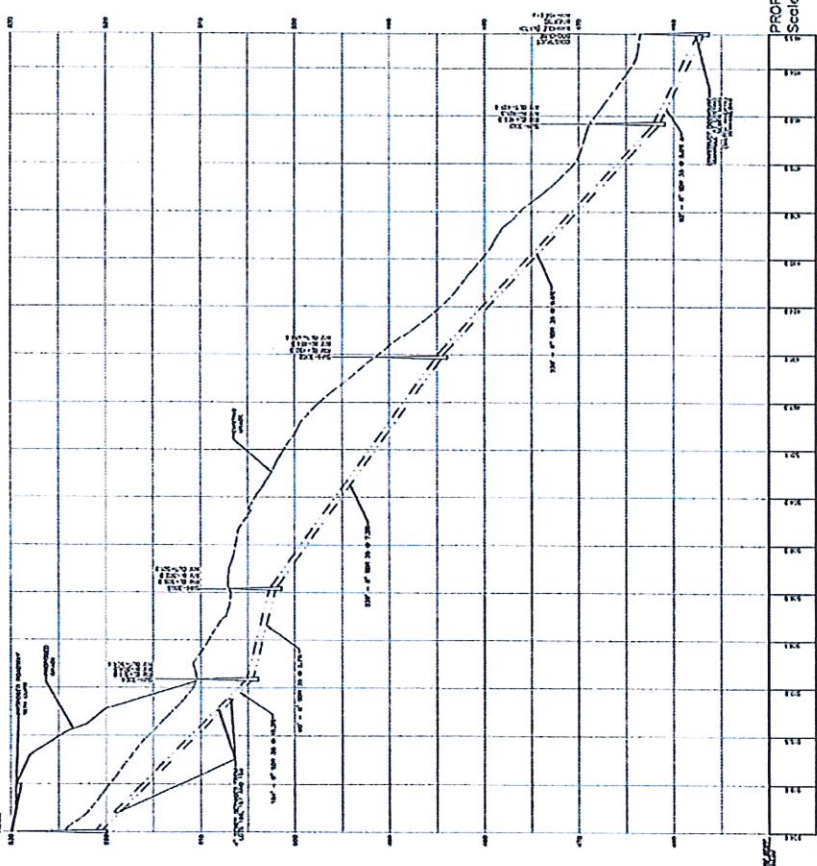




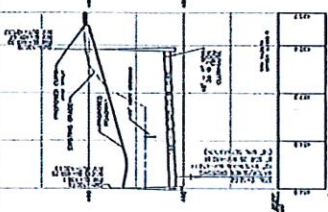
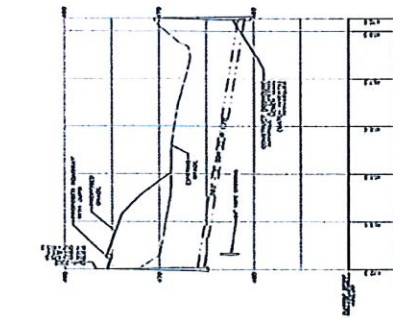
PROFILE - ANTHONY STREET
Scale: H - 1" = 50',
V - 1" = 5'



PROFILE - OAK HILL ROAD (ROAD B)
Scale: H - 1" = 50',
V - 1" = 5'



PROFILE - CLUBHOUSE SEWER RUN
Scale: H - 1" = 50',
V - 1" = 5'



PROFILE - SEWER RUN D
Scale: H - 1" = 50',
V - 1" = 5'

LANC & TULLY
ENGINEERS AND ARCHITECTS, P.C.
1000 N. W. 10th Ave., Suite 200
Fort Lauderdale, FL 33304
Phone: (305) 555-1234
Fax: (305) 555-1235
E-mail: info@lancandtully.com
www.lancandtully.com

ROAD PROFILES

MIAMI-SUNSHINE
DEVELOPMENT LTD.
CITY OF MIAMI
1000 N. W. 10th Ave., Suite 200
Fort Lauderdale, FL 33304
Phone: (305) 555-1234
Fax: (305) 555-1235
E-mail: info@lancandtully.com
www.lancandtully.com

PROFILE - SEWER RUN F
Scale: H - 1" = 50',
V - 1" = 5'

CONSTRUCTION OF THE
SEWER SYSTEM SHOWN
HEREIN IS THE RESPONSIBILITY
OF THE ENGINEER AND ARCHITECT
AND NOT THE CITY OF MIAMI
UNLESS OTHERWISE APPROVED BY
THE CITY OF MIAMI. THE CITY
OF MIAMI SHALL NOT BE RESPONSIBLE
FOR THE DESIGN OF THE
SEWER SYSTEM SHOWN
HEREIN.

THURST BLOCKS

THIS DETAIL NOT FOR ORANGE COUNTY DEPARTMENT OF HEALTH SUBDIVISION REVIEW OR APPROVAL

THURST BLOCK	THURST BLOCK	THURST BLOCK	THURST BLOCK	THURST BLOCK	THURST BLOCK
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NET TIP DETAIL

THIS DETAIL NOT FOR ORANGE COUNTY DEPARTMENT OF HEALTH SUBDIVISION REVIEW OR APPROVAL

RESTRAINED JOINT DETAILS

THIS DETAIL NOT FOR ORANGE COUNTY DEPARTMENT OF HEALTH SUBDIVISION REVIEW OR APPROVAL

WATER SERVICE WITH CURB STOP

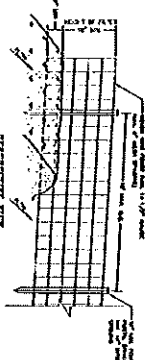
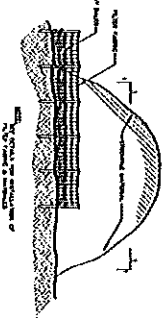
THIS DETAIL NOT FOR ORANGE COUNTY DEPARTMENT OF HEALTH SUBDIVISION REVIEW OR APPROVAL

CLEANOUT DETAIL

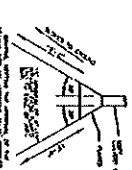
THIS DETAIL NOT FOR ORANGE COUNTY DEPARTMENT OF HEALTH SUBDIVISION REVIEW OR APPROVAL

SEWER SERVICE DETAIL (A)

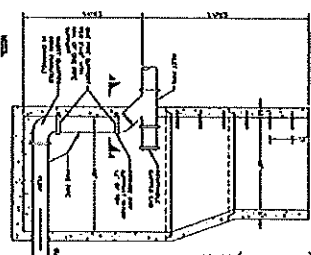
THIS DETAIL TO BE USED FOR LOTS 25 THROUGH 34, 37 THROUGH 48, 51 THROUGH 54, 57 THROUGH 60, 63 THROUGH 66, 69 THROUGH 72, 75 THROUGH 78, 81 THROUGH 84, 87 THROUGH 90, 93 THROUGH 96, 99 THROUGH 102, 105 THROUGH 108, 111 THROUGH 114, 117 THROUGH 120, 123 THROUGH 126, 129 THROUGH 132, 135 THROUGH 138, 141 THROUGH 144, 147 THROUGH 150, 153 THROUGH 156, 159 THROUGH 162, 165 THROUGH 168, 171 THROUGH 174, 177 THROUGH 180, 183 THROUGH 186, 189 THROUGH 192, 195 THROUGH 198, 201 THROUGH 204, 207 THROUGH 210, 213 THROUGH 216, 219 THROUGH 222, 225 THROUGH 228, 231 THROUGH 234, 237 THROUGH 240, 243 THROUGH 246, 249 THROUGH 252, 255 THROUGH 258, 261 THROUGH 264, 267 THROUGH 270, 273 THROUGH 276, 279 THROUGH 282, 285 THROUGH 288, 291 THROUGH 294, 297 THROUGH 300, 303 THROUGH 306, 309 THROUGH 312, 315 THROUGH 318, 321 THROUGH 324, 327 THROUGH 330, 333 THROUGH 336, 339 THROUGH 342, 345 THROUGH 348, 351 THROUGH 354, 357 THROUGH 360, 363 THROUGH 366, 369 THROUGH 372, 375 THROUGH 378, 381 THROUGH 384, 387 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STORM DRAIN INLET FILTER DETAIL
FOR CURB INLETS
REF: 10-10444



STARED CURBERT AND SECTION
sup by WELLS

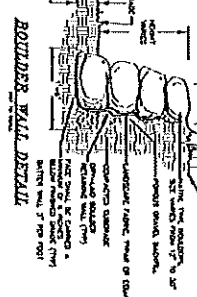


DROP CONNECTION DETAIL
 10/10/16

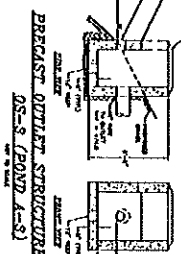


ADDER PLARED END SECTION

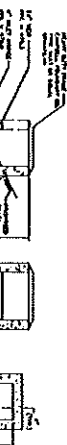
PIPE DIAMETER	
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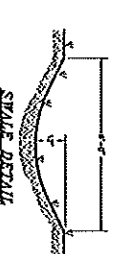
BOUNDERS WALL DETAIL



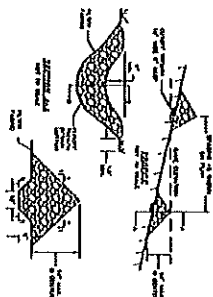
PRECAST OUTLET STRUCTURE DETAIL
DS-8 (POND A-8)



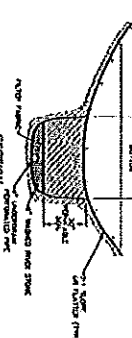
PRECAST OUTLET STRUCTURE DETAIL
OS-2 (FOND A-1)



NOT FOR RELEASE
NOT TO BE USED



CONSTRUCTION SPECIFICATIONS



WATER QUALITY DRY SWALE DETAIL
NOT TO SCALE

NOTE: A NOTICE OF INTENT (NOI) SHALL BE FILED WITH THE NYSDEC PRIOR TO COMMENCEMENT OF CONSTRUCTION IN CONFORMANCE WITH THE STORM WATER POLLUTION AND APPLICABLE PERMIT REGULATIONS.

THIS SHEET NOT FOR REVIEW OR APPROVAL
BY ORANGE COUNTY DEPARTMENT OF HEALTH

LANC & TILLY
ENGINEERS AND FURNITURE, P.C.
P.O. Box 605, 44, West
Hampton, N.Y. 10603
(212) 261-0700

ALLS

MAASBURG
DEVELOPMENT LTD.

CITY OF WASHINGTON			
COUNTY OF DISTRICT OF COLUMBIA			
Case No.	Filed for	By	For the City of Washington
100-100000	10/1/10	10/1/10	10/1/10

SCHEDULE B



DESCRIPTION

MARCH 22, 2023

LOT 159 MIAMISBURG
CITY OF MIDDLETOWN
ORANGE COUNTY, NEW YORK

ALL that certain plot, piece, or parcel of land situate in the City of Middletown, County of Orange, State of New York, said lands being shown as Lot 159 on a map entitled "Final Subdivision Plat Miamisburg Development LTD., City of Middletown, Orange County, New York" dated May 17, 2004, last revised October 10, 2008, filed in the Orange County Clerk's Office on January 12, 2009, as Filed Map No. 1-09, said lands being more particularly bounded and described as follows:

BEGINNING at a point lying on the southwesterly line of Oak Hill Road, said point being the easterly corner of lands herein described and the northerly corner of Lot 101, as shown on the previously mentioned map;

THENCE running along the northwesterly line of said Lot 101 and continuing along the northwesterly lines of Lot Nos. 102, 103, 104, 105, 106, 107, 108, 109 and 110, being a southeasterly line of lands herein described,

- (1) South 33 degrees, 06' 20" West, as per Filed Map No. 1-09, a distance of 255.00 feet, to a point being the westerly corner of said Lot 110;

THENCE running along the southwesterly line of said Lot 110 being a northeasterly line of lands herein described,

- (2) South 57 degrees, 00' 00" East a distance of 100.00 feet, to a point being the southerly corner of said Lot 110, an easterly corner of lands herein described and lying on the northwesterly line of Anthony Street;

THENCE running along the northwesterly line of said Anthony Street, being a southeasterly line of lands herein described,

- (3) South 33 degrees, 06' 20" West, a distance of 30.36 feet, to a point being a southerly corner of lands herein described and the easterly corner of Lot 111, as shown on the previously mentioned map;

THENCE running along the northeasterly line of said Lot 111 being a southwesterly line of lands herein described,

- (4) North 56 degrees, 53' 40" West, a distance of 100.00 feet, to a point being the northerly corner of said Lot 111;

THENCE running along the northwesterly line of said Lot 111 and continuing along the northwesterly lines of Lot Nos. 112, 113, 114, 115, 116, 117, 118, 119 and 120, being a southeasterly line of lands herein described,

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 ORANGE COUNTY, NEW YORK

MARCH 22, 2023

- (5) South 33 degrees, 06' 20" West, a distance of 240.00 feet, to a point being the westerly corner of said Lot 120;

THENCE running along the southwesterly line of said Lot 120 being a northeasterly line of lands herein described,

- (6) South 56 degrees, 53' 40" East, a distance of 100.00 feet, to a point being the southerly corner of said Lot 120, an easterly corner of lands herein described and lying on the northwesterly line of Anthony Street;

THENCE running along the northwesterly line of said Anthony Street being a southeasterly line of lands herein described,

- (7) South 33 degrees, 06' 20" West, a distance of 30.00 feet, to a point being a southerly corner of lands herein described and the easterly corner of Lot 121, as shown on the previously mentioned map;

THENCE running along the northeasterly line of said Lot 121 being a southwesterly line of lands herein described,

- (8) North 56 degrees, 53' 40" West, a distance of 100.00 feet, to a point being the northerly corner of said Lot 121;

THENCE running along the northwesterly line of said Lot 121 and continuing along the northwesterly lines of Lot Nos. 122, 123, 124, 125, 126, 127, 128, 129 and 130, being a southeasterly line of lands herein described,

- (9) South 33 degrees, 06' 20" West, a distance of 240.00 feet, to a point being the westerly corner of said Lot 130;

THENCE running along the southwesterly line of said Lot 130 being a northeasterly line of lands herein described,

- (10) South 56 degrees, 53' 40" East, a distance of 100.00 feet, to a point being the southerly corner of said Lot 130, an easterly corner of lands herein described and lying on the northwesterly line of Anthony Street;

THENCE running along the northwesterly line of said Anthony Street being a southeasterly line of lands herein described,

- (11) South 33 degrees, 06' 20" West, a distance of 30.00 feet, to a point being a southerly corner of lands herein described and the easterly corner of Lot 131, as shown on the previously mentioned map;

THENCE running along the northeasterly line of said Lot 131 being a southwesterly line of lands herein described,

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 ORANGE COUNTY, NEW YORK

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- (12) North 56 degrees, 53' 40" West, a distance of 100.00 feet, to a point being the northerly corner of said Lot 131;

THENCE running along the northwesterly line of said Lot 131, along the northwesterly lines of Lot Nos. 132, 133, 134, 135, 136, 137, 138, 139, and 140, being a southeasterly line of lands herein described,

- (13) South 33 degrees, 06' 20" West, a distance of 251.55 feet, to a point being the westerly corner of said Lot 140, the southerly corner of lands herein described and lying on the northeasterly line of Lot 142, as shown on the previously mentioned map;

THENCE running along a portion of the northeasterly line of said Lot 142 and continuing along the northeasterly lines of Lot Nos. 143, 144, 145, 146, 147, 148, 149 and 150, being a southwesterly line of lands herein described,

- (14) North 41 degrees, 54' 00" West, a distance of 221.79 feet, to a point being the northerly corner of said Lot 150;

THENCE running along the northwesterly line of said Lot 150 being a southeasterly line of lands herein described,

- (15) South 48 degrees, 06' 00" West, a distance of 100.00 feet, to a point being the westerly corner of said Lot 150, a southerly corner of lands herein described and lying on the northeasterly line of Magnolia Park Road;

THENCE running along the northeasterly line of Magnolia Park Road and continuing along an easterly line of said Magnolia Park Road, being southwesterly and westerly lines of lands herein described on the following two (2) courses and distances:

- (16) North 41 degrees, 54' 00" West, a distance of 97.61 feet, to a point of curvature; and

- (17) On a curve to the right, having a radius of 150.00 feet, an arc length of 176.90 feet, as defined by the chord North 08 degrees, 06' 54" West, 166.82 feet to a point being a northerly corner of lands herein described and the westerly corner of Lot 75, as shown on the previously mentioned map;

THENCE running along the southwesterly line of said Lot 75 being a northeasterly line of lands herein described,

- (18) South 41 degrees, 59' 42" East, a distance of 88.75 feet, to a point being the southerly corner of said Lot 75;

THENCE running along the southeasterly line of said Lot 75 and continuing along the southeasterly lines of Lot Nos. 76, 77, 78, 79, 80, 81 and 82, being a northwesterly line of lands herein described,

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 LOT 159 MIAMISBURG
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 ORANGE COUNTY, NEW YORK

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- (19) North 48 degrees, 00' 18" East, a distance of 207.00 feet, to a point being the easterly corner of said Lot 82;

THENCE running along the northeasterly line of said Lot 82 being a southwesterly line of lands herein described,

- (20) North 41 degrees, 59' 42" West, a distance of 100.00 feet, to a point being the northerly corner of said Lot 82, a westerly corner of lands herein described and lying on the southeasterly line of Magnolia Park Road;

THENCE running along the southeasterly line of said Magnolia Park Road being a northwesterly line of lands herein described,

- (21) North 48 degrees, 00' 18" East, a distance of 30.00 feet, to a point being a northerly corner of lands herein described and the westerly corner of Lot 83, as shown on the previously mentioned map;

THENCE running along the southwesterly line of said Lot 83 being a northeasterly line of lands herein described,

- (22) South 41 degrees, 59' 42" East, a distance of 100.00 feet, to a point being the southerly corner of said Lot 83;

THENCE running along the southeasterly line of said Lot 83 and continuing along the southeasterly lines of Lot Nos. 84, 85, 86, 87, 88, 89 and 90, being a northwesterly line of lands herein described on the following two (2) courses and distances:

- (23) North 48 degrees, 00' 18" East, a distance of 149.10 feet; and

- (24) North 58 degrees, 45' 18" East, a distance of 58.93 feet, to a point being the easterly corner of said Lot 90;

THENCE running along the northeasterly line of said Lot 90 being a southwesterly line of lands herein described,

- (25) North 41 degrees, 59' 42" West, a distance of 101.79 feet, to a point being the northerly corner of said Lot 90, a westerly corner of lands herein described and lying on the southeasterly line of Magnolia Park Road;

THENCE running along the southeasterly line of said Magnolia Park Road being a northwesterly line of lands herein described on the following two (2) courses and distances:

- (26) North 58 degrees, 45' 18" East, a distance of 266.22 feet, to a point of curvature; and

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 ORANGE COUNTY, NEW YORK

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- (27) On a curve to the left, having a radius of 125.00 feet, an arc length of 27.38 feet, as defined by the chord North 52 degrees, 28' 48" East, 27.33 feet to a point being a northerly corner of lands herein described and the westerly corner of Lot 91 as shown on the previously mentioned map;

THENCE running along the southwesterly line of said Lot 91 being a northeasterly line of lands herein described,

- (28) South 57 degrees, 00' 00" East, a distance of 103.31 feet, to a point being the southerly corner of said Lot 91;

THENCE running along the southeasterly line of said Lot 91 and continuing along the southeasterly lines of Lot Nos. 92, 93, 94, 95, 96, 97, 98, 99 and 100, being a northwesterly line of lands herein described,

- (29) North 33 degrees, 00' 00" East, a distance of 269.47 feet, to a point being the easterly corner of said Lot 100, the northerly corner of lands herein described and lying on the southwesterly line of Oak Hill Road;

THENCE running along the southwesterly line of said Oak Hill Road being the northeasterly line of lands herein described,

- (30) South 57 degrees, 00' 00" East, a distance of 105.03 feet, to the point or place of BEGINNING.

Containing 6.461± acres

Premises herein described being Tax Map Lot No. 159, in Block 8, with Section 37, as shown on the Tax Maps of the City of Middletown, Orange County, New York dated 2022.

Premises herein described being a portion of the same premises as described in Liber 14454 of Deeds at Page 910, as filed in the Orange County Clerk's Office.

Premises herein described being subject to any easements, rights-of-way, covenants or restrictions of record.



DESCRIPTION

MARCH 22, 2023

LOT 160 MIAMISBURG
CITY OF MIDDLETOWN
ORANGE COUNTY, NEW YORK

ALL that certain plot, piece, or parcel of land situate in the City of Middletown, County of Orange, State of New York, said lands being shown as Lot 160 on a map entitled "Final Subdivision Plat Miamisburg Development LTD., City of Middletown, Orange County, New York" dated May 17, 2004, last revised October 10, 2008, filed in the Orange County Clerk's Office on January 12, 2009, as Filed Map No. 1-09, said lands being more particularly bounded and described as follows:

BEGINNING at a point lying on the northwesterly line of Magnolia Park Road, being the easterly corner of lands herein described and the southerly corner of lands now or formerly Aristy;

THENCE running along the northwesterly line of said Magnolia Park Road, being a southeasterly line of lands herein described,

- (1) South 33 degrees, 00' 00" West, as per Filed Map No. 1-09, a distance of 682.91 feet, to a point being a southerly corner of lands herein described and an easterly corner of Lot 37, as shown on the previously mentioned map;

THENCE running along the northeasterly line of said Lot 37 being a southwesterly line of lands herein described,

- (2) North 48 degrees, 45' 51" West, a distance of 101.05 feet, to a point being the northerly corner of said Lot 37;

THENCE running along the northwesterly line of said Lot 37, and continuing along the northwesterly lines of Lot Nos. 38, 39, 40, 41 and 42, being a southeasterly line of lands herein described,

- (3) South 38 degrees, 47' 52" West, a distance of 144.13 feet, to a point being the westerly corner of said Lot 42;

THENCE running along the southwesterly line of said Lot 42 being a northeasterly line of lands herein described,

- (4) South 48 degrees, 45' 51" East, a distance of 102.02 feet, to a point being the southerly corner of said Lot 42, an easterly corner of lands herein described and lying on a northwesterly line of Magnolia Park Road;

THENCE running along the northwesterly line of said Magnolia Park Road being a southeasterly line of lands herein described,

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- (5) South 52 degrees, 01' 35" West, a distance of 42.84 feet, to a point being a southerly corner of lands herein described and the easterly corner of Lot 43, as shown on the previously mentioned map;

THENCE running along the northeasterly line of said Lot 43 being a southwesterly line of lands herein described,

- (6) North 37 degrees, 58' 25" West, a distance of 100.00 feet, to a point being the northerly corner of said Lot 43;

THENCE running along the northwesterly line of said Lot 43, and continuing along the northwesterly lines of Lot Nos. 44, 45, 46, 47, 48, 49, 50, 51 and 52, being a southeasterly line of lands herein described,

- (7) South 52 degrees, 01' 35" West, a distance of 240.40 feet, to a point being the westerly corner of said Lot 52;

THENCE running along the southwesterly line of said Lot 52 being a northeasterly line of lands herein described on the following two (2) courses and distances:

- (8) South 37 degrees, 58' 25" East, a distance of 100.47 feet; and

- (9) South 56 degrees, 44' 48" East, a distance of 4.98 feet, to a point being the southerly corner of said Lot 52, an easterly corner of lands herein described and lying on the northwesterly line of Magnolia Park Road;

THENCE running along the northwesterly line of Magnolia Park Road being a southeasterly line of lands herein described,

- (10) South 33 degrees, 00' 00" West, a distance of 24.56 feet, to a point being a southerly corner of lands herein described and the easterly corner of Lot 53, as shown on the previously mentioned map;

THENCE running along the northeasterly line of said Lot 53, being a southwesterly line of lands herein described,

- (11) North 57 degrees, 00' 00" West, a distance of 100.00 feet, to a point being the northerly corner of said Lot 53;

THENCE running along the northwesterly line of said Lot 53, and continuing along the northwesterly lines of Lot Nos. 54, 55, 56, 57, 58, 59, 60, 61 and 62, being a southeasterly line of lands herein described,

- (12) South 33 degrees, 00' 00" West, a distance of 255.00 feet, to a point being the westerly corner of said Lot 62;

THENCE running along the southwesterly line of said Lot 62 being a northeasterly line of lands herein described,

DESCRIPTION
 LOT 160 MIAMISBURG
 CITY OF MIDDLETOWN
 ORANGE COUNTY, NEW YORK

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- (13) South 57 degrees, 00' 00" East, a distance of 100.00 feet, to a point being the southerly corner of said Lot 52, an easterly corner of lands herein described and lying on the northwesterly line of Magnolia Park Road;

THENCE running along the northwesterly line of said Magnolia Park Road being a southeasterly line of lands herein described on the following three (3) courses and distances:

- (14) South 33 degrees, 00' 00" West, a distance of 12.57 feet, to a point of curvature;
- (15) On a curve to the right, having a radius of 75.00 feet, an arc length of 33.71 feet, as defined by the chord South 45 degrees, 52' 39" West, 33.43 feet to a point of tangency; and
- (16) South 58 degrees, 45' 18" West, a distance of 5.35 feet, to a point being a southerly corner of lands herein described and the easterly corner of Lot 63, as shown on the previously mentioned map;

THENCE running along the northeasterly line of said Lot 63 being a southwesterly line of lands herein described,

- (17) North 31 degrees, 14' 42" West, a distance of 100.00 feet, to a point being the northerly corner of said Lot 63;

THENCE running the northwesterly line of said Lot 63, and continuing the northwesterly lines of Lot Nos. 64, 65, 66, 67, 68, 69 and 70, being a southeasterly line of lands herein described,

- (18) South 58 degrees, 45' 18" West, a distance of 222.00 feet, to a point being the westerly corner of said Lot 70;

THENCE running along the southwesterly line of said Lot 70 being a northeasterly line of lands herein described,

- (19) South 31 degrees, 14' 42" East, a distance of 100.00 feet, to a point being the southerly corner of said Lot 70, an easterly corner of lands herein described and lying on the northwesterly line of Magnolia Park Road;

THENCE running along the northwesterly line of said Magnolia Park Road being a southeasterly line of lands herein described on the following four (4) courses and distances:

- (20) South 58 degrees, 45' 18" West, a distance of 81.17 feet, to a point of curvature;
- (21) On a curve to the left, having a radius of 125.00 feet, an arc length of 23.45 feet, as defined by the chord South 53 degrees, 22' 48" West, 23.42 feet to a point of tangency;
- (22) South 48 degrees, 00' 18" West, a distance of 331.45, feet to a point of curvature; and

DESCRIPTION
 LOT 160 MIAMISBURG
 CITY OF MIDDLETOWN
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MARCH 22, 2023

- (23) On a curve to the left, having a radius of 200.00 feet, an arc length of 53.32 feet, as defined by the chord South 40 degrees, 22' 03" West, 53.16 feet to a point being a southerly corner of lands herein described and the easterly corner of Lot 71, as shown on the previously mentioned map;

THENCE running along the northeasterly line of said Lot 71 being a southwesterly line of lands herein described,

- (24) North 66 degrees, 09' 14" West, a distance of 100.81 feet, to a point being the northerly corner of said Lot 71;

THENCE running along the northwesterly line of said Lot 71, and continuing along the northwesterly lines of Lot Nos. 72, 73, and 74, being a southeasterly line of lands herein described,

- (25) On a curve to the left, having a radius of 300.00 feet, an arc length of 127.72 feet, as defined by the chord South 17 degrees, 33' 42" West, 126.76 feet to a point being the westerly corner of said Lot 74;

THENCE running along the southwesterly line of said Lot 74, being a northeasterly line of lands herein described,

- (26) South 66 degrees, 09' 14" East, a distance of 108.60 feet, to a point being the southerly corner of said Lot 74, an easterly corner of lands herein described and lying on the southwesterly line of Magnolia Park Road;

THENCE running along the southwesterly line of said Magnolia Park Road being a northeasterly line of lands herein described,

- (27) On a curve to the left, having a radius of 200.00 feet, an arc length of 130.38 feet, as defined by the chord South 23 degrees, 13' 31" East, 128.08 feet to a point being the southeasterly corner of lands herein described and lying on the northeasterly line of lands to be acquired by the Homeowner's Association as shown on the previously mentioned map;

THENCE running along a portion of the northeasterly line of said lands to be acquired by the Homeowner's Association, being a southwesterly line of lands herein described,

- (28) North 41 degrees, 54' 00" West, a distance of 30.66 feet, to a point being the northerly corner of said lands to be acquired by the Homeowner's Association;

THENCE running along the northwesterly line of said lands to be acquired by the Homeowner's Association being a southeasterly line of lands herein described,

- (29) South 33 00' 00" West, a distance of 10.35 feet, to a point being the westerly corner of said lands to be acquired by the Homeowner's Association, the southerly corner of lands herein described and lying on the northeasterly line of lands now or formerly Zephoni;

DESCRIPTION
 LOT 160 MIAMISBURG
 CITY OF MIDDLETOWN
 ORANGE COUNTY, NEW YORK

MARCH 22, 2023

THENCE running along a portion of the northeasterly line of lands of said Zaphoni and continuing along the northeasterly lines of lands now or formerly LSF9 Master Parti US Bank Trust, as Trustee, lands now or formerly Pratti, lands now or formerly Orloski and a portion of lands now or formerly Torreblanca-Azanza, being the southwesterly line of lands herein described,

- (30) North 41 degrees, 54' 00" West, a distance of 346.98 feet, to a point being the westerly corner of lands herein described and the southerly corner of Lot 161, as shown on the previously mentioned map;

THENCE running along the southeasterly line of said Lot 161, being a portion of a northwesterly line of lands herein described on the following seven (7) courses and distances:

- (31) North 33 degrees, 00' 00" East, a distance of 326.35 feet;
 (32) North 58 degrees, 07' 29" East, a distance of 685.94 feet;
 (33) North 46 degrees, 33' 16" East, a distance of 31.11 feet;
 (34) North 76 degrees, 09' 36" East, a distance of 84.47 feet;
 (35) North 32 degrees, 17' 08" East, a distance of 169.30 feet;
 (36) North 46 degrees, 33' 16" East, a distance of 449.79 feet; and
 (37) North 33 degrees, 08' 39" East, a distance of 150.13 feet, to a point being the easterly corner of said Lot 161 and the southerly corner of lands now or formerly Pillus-MacKrell;

THENCE running along the southeasterly line of lands of said Pillus-MacKrell and continuing along the southeasterly line of lands now or formerly City of Middletown, being a portion of a northwesterly line of lands herein described,

- (38) North 33 degrees, 00' 00" East a distance of 120.00 feet, to a point being the easterly corner of lands of said City of Middletown;

THENCE running along the northeasterly line of lands of said City of Middletown being southwesterly line of lands herein described,

- (39) North 57 degrees, 00' 00" West, a distance of 131.60 feet, to a point being the northerly corner of lands of said City of Middletown, a westerly corner of lands herein described and lying on a southeasterly line of Lot 161, as shown on the previously mentioned map;

DESCRIPTION
LOT 160 MIAMISBURG
CITY OF MIDDLETOWN
ORANGE COUNTY, NEW YORK

MARCH 22, 2023

THENCE running along a portion of a southeasterly line of said Lot 161 and continuing along a southeasterly line of lands now or formerly City of Middletown, being a northwesterly line of lands herein described,

(40) North 31 degrees, 12' 15" East, a distance of 280.13 feet, to a point being the northerly corner of lands herein described;

THENCE running along a southwesterly line of lands of said City of Middletown and continuing along the southwesterly lines of lands now or formerly Csx Transportation Inc., lands now or formerly Siano and lands now or formerly Aristy, being the northeasterly line of lands herein described,

(41) South 57 degrees, 00' 00" East, a distance of 239.88 feet, to the point or place of BEGINNING.

Containing 7.292± acres

Premises herein described being Tax Map Lot No. 160, in Block 8, with Section 37, as shown on the Tax Maps of the City of Middletown, Orange County, New York dated 2022.

Premises herein described being a portion of the same premises as described in Liber 14454 of Deeds at Page 910, as filed in the Orange County Clerk's Office.

Premises herein described being subject to any easements, rights-of-way, covenants or restrictions of record.

SCHEDULE C

SCHEDULE C

SUMMARY OF STORMWATER MANAGEMENT MAINTENANCE

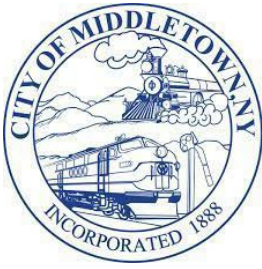
Miamisburg Development (Magnolia Park)

City of Middletown, Orange County, New York

ITEM	DESCRIPTION	APPROXIMATE FREQUENCY	ESTIMATED ANNUAL COST
1	Landscaping Maintenance (mowing)around pond and above water line	Twice per year	\$300.00
2	Removal of debris (garbage)	Monthly (\$50.00)	\$600.00
3	Cleaning of outlet structure	Once per year	\$500.00
4	Removal of sediment from forebay	Every 5 years	\$1,000.00
5	Corrective Maintenance	As needed	\$500.00
6	Annual Inspection by NY Licensed Engineer	Annual	\$800.00

TOTAL ESTIMATED ANNUAL COST PER POND: \$3,700.00

TOTAL ESTIMATED ANNUAL COST FOR 3 PONDS: \$3,700.00 x 3 = \$11,100.00



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: November 21, 2023

Index No: 233-23

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

Resolution to approve an extension of time of six (6) months for two resolutions dated May 04, 2021, #98-21 and #99-21 for the Presidential Heights Realty Subdivision

RESOLVED; that the Common Council of the City of Middletown approves an extension of time in the amount of six (6) months, as per the date on this resolution, for two resolutions dated May 04, 2021, #98-21 and #99-21 for the Presidential Heights Realty Subdivision due to the need that the project has to obtain outside agency approvals for the NYSDEC and OCDOH for water main and sewer main extensions before the map can be filed. This extension is for the period of time including November 2, 2023 through and including May 2, 2024

ATTACHMENTS:

[Presidential Heights Sub Div Ext Req.pdf](#)
[Presidential Hts Subdivision Extension.pdf](#)

RONALD S. KOSSAR

ATTORNEY AT LAW

**402 EAST MAIN STREET
POST OFFICE BOX 548
MIDDLETOWN, NEW YORK 10940**

TELEPHONE (845) 343-5111

TELECOPIER (845) 343-5222

E-MAIL rsklaw@frontiernet.net

April 18, 2023

Alex Smith, Esq.
Corporation Counsel
6 North Street
Middletown, NY 10940

Re: J & G Builders LLC with City of
Middletown Common Council
Application for Subdivision Approval
Extension for the Presidential Heights
Subdivision located at 32 Davidge Road
and 67 Highland View Place, City of
Middletown, Orange County, New York
Section 55, Block 1, Lots 88 and 89.2

Dear Alex:

Please be advised that this office represents J&G Builders LLC in reference to the above-captioned matter.

My client's Project Engineer is John Queenan, P.E. of Lanc & Tully Engineering & Land Surveying, P.C. in connection therewith.

The City of Middletown Common Council has previously approved an extension of time through and including April 3, 2023 in accordance with my client's request set forth in my previous letter address to your office dated September 22, 2022.

I have been informed by my client and Project Engineer, John Queenan, P.E., that my client will need an additional of extension of time of six (6) months.

The reason for the aforesaid additional extension of time is because of the City of Middletown Department of Public Works has required the re-design of the road which necessitated the re-routing of the existing water main which requires review and approval from the Orange County Health Department ("OCHD").

Accordingly, based upon the foregoing, my client, J & G Builders LLC and my office hereby respectfully request that the City of Middletown Common Council grant the aforesaid additional six (6) month extension of time.

Alex Smith, Esq.
Corporation Counsel

April 18, 2023
Page 2

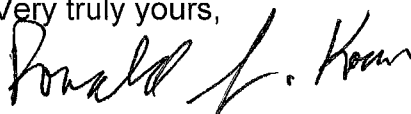
If the City of Middletown Common Council or your office requires an appearance by my client before the City of Middletown Common Council please advise my office accordingly.

If not, kindly confirm whether or not the City of Middletown Common Council has granted my client's request for an additional extension of time for the reason set forth above.

Thank you for your kind assistance and courtesies extended in this matter.

If you have any questions or wish to further discuss this matter, please do not hesitate to contact my office.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ronald S. Kossar". The signature is fluid and cursive, with the first name "Ronald" being more prominent.

RONALD S. KOSSAR

RSK/sb

cc: J&G Builders LLC
(sent via e-mail)
John Queenan, P.E.
Lanc & Tully Engineering
& Land Surveying, PC
(sent via e-mail)

SENT VIA E-MAIL

Richard McCormack

From: Alex Smith <asmith22@hvc.rr.com>
Sent: Tuesday, November 21, 2023 4:24 PM
To: Richard McCormack
Subject: Fwd: J & G Builders LLC with City of Middletown Comon Council

Sent from my iPhone

Begin forwarded message:

From: "Ronald S. Kossar, Esq" <rsklaw@frontiernet.net>
Date: November 21, 2023 at 4:07:55 PM EST
To: Alex Smith <asmith22@hvc.rr.com>
Cc: Mikel Jeremias <mikel@allstatedevelopers.com>, John Queenan <jq@lanctully.com>
Subject: J & G Builders LLC with City of Middletown Comon Council

Alex,

As you know my office represents J&G Builders LLC in reference to the above-captioned matter.

My client previously requested an extension of time through and including May 4, 2022, thereafter through and including November 4, 2022 and thereafter through and including April 3, 2023 and thereafter through and including November 2, 2023.

I have been informed by my client that as the City of Middletown Commissioner of Public Works only recently signed off on the revised plans for the Project filed by my client, my client still has to proceed to obtain financing for the construction of the Project and cannot either obtain financing or commence construction until my client has all Site Work Costs in hand (which it just received last week). As the financing process for the Project at this time of year will also take several months, one (1) last additional six (6) month extension is needed before my client can make application for a Building Permit and commence construction which it anticipates will be starting in the spring of 2024. Therefore, my client has requested my office to make application to the City of Middletown Common Council for an additional extension of time of six (6) months. Could you please process this e-mail as you have done with the prior extension that was requested in my previous letter addressed to your office dated April 18, 2023. My client's current extension of time is good through and including November 2, 2023. Could you please process this e-mail with the City of Middletown Common Council to request and obtain an additional extension of time of six (6) months through and including May 2, 2024 (which should be the last extension needed by my client) for the reasons set forth above. Could you please process my request with the City of Middletown Common Council to request and obtain an additional extension of time of six (6) months through and including May 2, 2023 for the reasons set forth above. Please confirm the foregoing with my office.

Thank you for your assistance and attention to this matter.

If you have any questions or wish to further discuss this matter, please do not hesitate to contact my office to discuss.

Thank you.

Ron

Ronald S. Kossar Esq.

402 East Main Street

Post Office Box 548

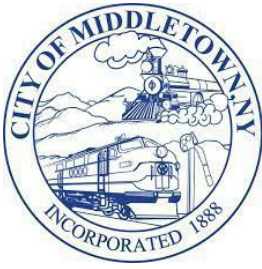
Middletown, NY 10940

(845) 343-5111

rsklaw@frontiernet.net

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

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Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

Resolution Authorizing the Accounts be Audited, Claims Adjusted, and the Treasurer be Authorized to Issue Warrants for their Payment

I MOVE THE ACCOUNTS BE AUDITED, THE CLAIMS ADJUSTED AND THE

TREASURER BE AUTHORIZED TO ISSUE WARRANTS FOR THEIR PAYMENTS